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COPY



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

Regular Meeting--Wednesday, June 27, 1990

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone.

Absent -- Aldermen Vrdolyak, Langford, Butler, Mell, Pucinski, Schulter.

Call To Order.

On Wednesday, June 27, 1990 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Huels, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Garcia, Krystyniak, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Cullerton, Laurino, Natarus, Eisendrath, Hansen, M. Smith, Orr, Stone -- 31.

Quorum present.

Invocation.

Reverend Raymond Nyquist, Pastor of Sauganash Community Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Rules Suspended*-- APPOINTMENT OF MS. ARENDA TROUTMAN
AS ALDERMAN OF TWENTIETH WARD.**

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of a report of the Committee on Committees, Rules and Ethics. The motion *Prevailed*.

The said report reads as follows:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on June 13, 1990 to consider an appointment by the Mayor of Arenda Troutman to fill the vacancy in the office of Alderman of the 20th Ward, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed mayoral appointment herewith.

This recommendation was concurred in by unanimous vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said appointment of Ms. Arenda Troutman to the office of Alderman of the 20th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 38.

Nays -- None.

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

At this point in the proceedings Alderman Laurino, Dean of the City Council, escorted Ms. Troutman to the Clerk's rostrum where The Honorable Walter S. Kozubowski, City Clerk, thereupon administered the oath of office at 10:45 A.M. to Ms. Arenda Troutman, newly appointed Alderman of the 20th Ward.

Rules Suspended -- APPOINTMENT OF MS. LORRAINE DIXON
AS ALDERMAN OF EIGHTH WARD.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of a report of the Committee on Committees, Rules and Ethics. The motion *Prevailed*.

The said report reads as follows:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on June 13, 1990 to consider an appointment by the Mayor of Lorraine Dixon to fill the vacancy in the office of Alderman of the 8th Ward, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed mayoral appointment herewith.

This recommendation was concurred in by unanimous vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Vice Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said appointment of Ms. Lorraine Dixon to the office of Alderman of the 8th Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 38.

Nays -- None.

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

At this point in the proceedings Alderman Laurino, Dean of the City Council, escorted Ms. Dixon to the Clerk's rostrum where The Honorable Walter S. Kozubowski, City Clerk, thereupon administered the oath of office at 10:46 A.M. to Ms. Lorraine Dixon, newly appointed Alderman of the 8th Ward.

Rules Suspended -- COMMENDATIONS AND SUPPORT EXTENDED
TO MR. LARRY HOLLIDAY ON HIS EFFORTS
TO BECOME OLYMPIC FIGURE
SKATING CHAMPION.

Alderman Davis moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of a proposed resolution. The motion *Prevailed* by a viva voce vote.

The following is said proposed resolution:

WHEREAS, Chicago is noted for its ability to produce champions in all walks of life, medicine, business, government, politics, science, engineering, academics, poetry, sports and yes, even figure skating; and

WHEREAS, Larry Holliday, with only meager resources and no major sponsorship has developed himself into one of the top figure skaters in the U.S.A. today; and

WHEREAS, Larry and his family, especially his mother, Ms. Norma Holliday, have demonstrated that sacrifice and hard work does indeed pay off and that each one of us has the capacity to reach the highest of heights; and

WHEREAS, Larry began skating in 1976 and has won third place in the Senior Men's Category in the United States Midwestern Championship held in Edina, Minnesota, in January of 1989, 10th place in the Senior Men's Division in the U. S. National Figure Skating Championship in February of this year, held in Salt Lake City, Utah and is slated to be a national representative in the United States Olympic Festival to be held in St. Paul, Minnesota, the international representative for the competition to be held in Canada in October and is the only Black member of the American National Team; and

WHEREAS, Larry came to the attention of Ms. Elma Douglas, a seventy-one year old widow and retired school teacher who went into debt to pay for a full page advertisement asking people to support Larry Holliday by sending monetary contributions to: The Larry Holliday Olympic Fund, c/o Independence Bank of Chicago, P.O. Box 19260, Chicago, Illinois 60619; and

WHEREAS, The Honorable Mayor, Richard M. Daley and the Chicago City Council take pride in the accomplishments of Larry Holliday, his family and his number one fan, Ms. Elma Douglas; Larry is indeed an ambassador of good will for the great City of Chicago; now, therefore,

Be It Resolved, That we, the Chicago City Council in meeting on this 27th day of June, 1990, do hereby commend Larry Holliday, pledge our support to his efforts and urge that all Chicagoans give support to this dynamic individual who is a role model for all of those who hope to excel; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. Larry Holliday for his memoirs so that when upon his reflection, he can always say that the Chicago City Council was one stop on his road to greatness.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

At this point in the proceedings, Alderman Davis called the Council's attention to the presence of Mr. Larry Holliday in the visitor's gallery. Mr. Holliday rose and was warmly applauded by the City Council and its assembled guests.

REGULAR ORDER OF BUSINESS RESUMED.

Rules Suspended -- ENDORSEMENT OF CALIFORNIA TABLE
GRAPES BOYCOTT CALLED BY UNITED FARM
WORKERS OF AMERICA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution endorsing the boycott of California table grapes called by the United Farm Workers of America, under the leadership of Cesar Chavez, because of the excessive use and misuse of pesticides by grape growers.

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, The United Farm Workers of America (A.F.L.-C.I.O.) has launched the "Wrath of Grapes" campaign to inform consumers of the dangers of pesticide residues on retail California table grapes; and

WHEREAS, The World Resources Institute reports that over 300,000 farm workers are poisoned each year by pesticides; and

WHEREAS, Since the 1960's, the U.F.W. of America has helped farm workers and consumers win protection from dangerous pesticides such as D.D.T., Aldrin and Dieldrin long before the government took any action; and

WHEREAS, Farm workers are being deprived of their rights to organize and be represented by the union of their choice and are subjected to violence and intimidation by grape growers who refuse to negotiate; and

WHEREAS, The use and misuse of pesticides by growers causes death, brain damage, cancer and birth defects in workers, children and townspeople, especially in three grape-growing areas where childhood cancer rates soar up to 1,200 percent above the national average; and

WHEREAS, The decades of gains won by the U.F.W. are now being undermined, and the U.F.W., under the leadership of President Cesar Chavez, has called for a consumer boycott of California table grapes; and

WHEREAS, Across North America, state and federal legislators, mayors, city and town councils, labor and religious leaders, minority leadership and consumers are boycotting grapes and standing in solidarity with the U.F.W.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this 27th day of June, 1990, endorse the boycott of California table grapes and urge all community members to shop at those food stores that prohibit the sale of California table grapes; and

Be It Further Resolved, That suitable copies of this resolution be presented to the United Farm Workers of America and President Cesar Chavez as a token of our support.

On motion of Alderman Burke, seconded by Aldermen Garcia and Davis, the foregoing proposed resolution was *Adopted* by a viva voce vote.

Rules Suspended-- MEDAL OF VALOR AWARDED TO
MS. HEIDI RONNEGREN FOR HER HEROISM
IN SAVING WOMAN'S LIFE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution awarding Ms. Heidi Ronnegren the Medal of Valor for her heroism in saving the life of a woman who had jumped into the Chicago River.

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, Ms. Heidi Ronnegren, a resident of the City of Chicago, performed an extraordinary rescue on June 15, 1990; and

WHEREAS, After realizing that other onlookers were not going to help, Ms. Ronnegren plunged into the river to rescue a woman who had leaped from the Washington Street Bridge; and

WHEREAS, Ms. Ronnegren swam out to the middle of the river and grabbed the woman from behind and held on to her until firefighters arrived; and

WHEREAS, Ms. Ronnegren's heroic efforts saved the woman's life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this 27th day of June, 1990, award Ms. Ronnegren the Medal of Valor and extend our heartfelt thanks to her for her selfless act of heroism; and

Be It Further Resolved, That suitable copies of this resolution be presented to Ms. Ronnegren as a token of our admiration.

On motion of Alderman Burke, seconded by Alderman E. Smith, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, Mayor Daley invited Ms. Ronnegren to the Mayor's podium where he presented her with the City of Chicago's Medal of Valor. Ms. Ronnegren was warmly applauded by the City Council and its assembled guests.

Rules Suspended -- MEDAL OF VALOR AWARDED TO
MS. WANDA SMITH FOR HER HEROISM IN
AIDING APPREHENSION OF MUGGER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution awarding United States Postal Worker Ms. Wanda Smith the Medal of Valor for her heroism in helping in the apprehension of a mugger.

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, United States Postal Worker Wanda Smith came to the rescue of a 62 year old woman who was being mugged on May 15, 1990; and

WHEREAS, Ms. Smith, who was delivering mail in the 4700 block of West Wellington Street, heard a woman scream and saw her struggling with a large man; and

WHEREAS, After hitting the woman, the man dragged her on the ground while trying to pull her purse from under her; and

WHEREAS, Ms. Smith, who is 5 feet 2 inches tall and weighs 125 pounds, was so outraged that she chased the 6-foot, 200-pound mugger; and

WHEREAS, The mugger escaped into a waiting car, but Ms. Smith stopped another car and asked the driver to follow the mugger's car and to get the license plate number; and

WHEREAS, Within an hour, police caught the mugger and she identified him in a line-up at police headquarters; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this 27th day of June, 1990, award Ms. Smith the Medal of Valor and extend our heartfelt thanks to her for her selfless act of heroism; and

Be It Further Resolved, That suitable copies of this resolution be presented to Ms. Smith as a token of our admiration.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, Mayor Daley invited Ms. Smith to the Mayor's podium where he presented her with the City of Chicago's Medal of Valor. Ms. Smith was warmly applauded by the City Council and its assembled guests.

Referred-- APPOINTMENT OF MS. PILAR BAUTISTA AS
MEMBER OF BOARD OF DIRECTORS OF CHICAGO
PUBLIC LIBRARY.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Police, Fire and Municipal Institutions*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Pilar Bautista as a member of the Board of Directors of the Chicago Public Library to succeed Edwin Claudio for the term ending June 30, 1993.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. KENNETH GARCIA-SMOOT
AS MEMBER OF BOARD OF LOCAL IMPROVEMENTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Streets and Alleys*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Kenneth Garcia-Smoot as a member of the Board of Local Improvements to succeed Guadalupe Lozano and serve at the pleasure of the Mayor.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. THOMAS LHEE AS MEMBER
OF BOARD OF LOCAL IMPROVEMENTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Streets and Alleys*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Thomas Lhee as a member of the Board of Local Improvements to succeed Timuel D. Black, Jr. and serve at the pleasure of the Mayor.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. ANTHONY J. FORNELLI
AS MEMBER OF ZONING BOARD OF APPEALS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Zoning*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I have reappointed Anthony J. Fornelli as a member of the Zoning Board of Appeals for a term ending July 1, 1995.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. LEROY K. MARTIN, JR.
AS MEMBER OF ZONING BOARD OF APPEALS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Zoning:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Leroy K. Martin, Jr. as a member of the Zoning Board of Appeals to succeed James Caldwell for a term ending July 1, 1995.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17 BY
PROVIDING FOR PROHIBITION ON FURTHER ISSUANCE OF
LANDFILL AND LIQUID WASTE HANDLING FACILITY
LICENSES UNTIL FEBRUARY 1, 1992.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Energy, Environmental Protection and Public Utilities*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 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 amending Chapter 17 of the Municipal Code of Chicago to provide specifically for a prohibition until February 1, 1992 on the issuance of licenses for the creation or expansion of sanitary landfills and certain liquid waste handling facilities. The ordinance also repeals a previously adopted ordinance amendment that was technically incorrect.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE BY REPEALING
CURRENT CHAPTER 27 AND CREATING NEW
CHAPTER 27 ENTITLED "TRAFFIC".

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, the City Parking Administrator and the Superintendent of Police, I transmit herewith an ordinance amending the Municipal Code of Chicago by repealing Chapter 27 and substituting therefor a new Chapter 27 entitled "Traffic".

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 34
BY REGULATING CERTAIN STRUCTURES ON
PUBLIC WAY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 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 regulating certain structures on the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF ADDITIONAL FUNDING FROM
MIGLIN-BEITLER DEVELOPMENT FOR LOOP ELEVATED
REHABILITATION 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

June 27, 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 City to accept additional funding in the amount of \$208,000 from Miglin-Beitler Development for the cost of architectural design and engineering services for the Loop Elevated Rehabilitation Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF RENTAL REHABILITATION
LOAN FOR CIRCLE CHRISTIAN DEVELOPMENT
CORPORATION.

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

June 27, 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 authorizing the execution of a Rental Rehabilitation loan in the amount of \$487,760 to Circle Christian Development Corporation for the rehabilitation of twenty-two residential units for low and moderate income families.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF GRANT TO PROVIDE
FOR ILLUMINATION OF PICASSO SCULPTURE
LOCATED IN RICHARD J. DALEY CIVIC
CENTER PLAZA.

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

June 27, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing acceptance of a grant not to exceed \$50,000 for the acquisition and installation of lighting fixtures for the illumination of the Picasso sculpture located in the Richard J. Daley Civic Center Plaza.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AGREEMENT WITH ILLINOIS COMMERCE
COMMISSION FOR IMPROVEMENT OF RAILROAD VIADUCT
AT 4600 WEST DIVERSEY 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

June 27, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Office of Budget and Management, I transmit herewith an ordinance authorizing the execution of an agreement

6/27/90

COMMUNICATIONS, ETC.

17083

with the Illinois Commerce Commission for the improvement of the railroad viaduct at 4600 West Diversey Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AGREEMENT WITH ILLINOIS
COMMERCE COMMISSION FOR IMPROVEMENT OF
FOUR RAILROAD VIADUCTS ALONG PORTIONS
OF WEST 63RD STREET.

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

June 27, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Office of Budget and Management, I transmit herewith an ordinance authorizing the execution of an agreement with the Illinois Commerce Commission for the improvement of four railroad viaducts along 63rd Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AGREEMENT WITH STATE OF
ILLINOIS FOR HIGHWAY PLANNING AND
RESEARCH 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

June 27, 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 with the State of Illinois for highway planning and research funds in an amount of up to \$120,000 of which \$18,000 will be provided by the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATIONS FOR GRANT AWARDS
FROM URBAN MASS TRANSPORTATION ADMINISTRATION
AND ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR JACKSON PARK TRANSIT
IMPROVEMENT 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*:

6/27/90

COMMUNICATIONS, ETC.

17085

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 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 City to file applications and execute contracts for grant awards of up to \$3,200,000 from the Urban Mass Transportation Administration.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF LEASE WITH UNITED STATES OF
AMERICA, FEDERAL AVIATION ADMINISTRATION, FOR
PROPERTY LOCATED AT 57TH AND CENTRAL
AVENUE AND ACCEPTANCE OF DEED
FOR PROPERTY NEAR 55TH AND
AIRPORT DRIVE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 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 execution of a lease with the United States of America, Federal Aviation Administration, for property located at 57th and Central Avenue. The ordinance also authorizes the Corporation Counsel to accept a deed of conveyance from the United States of America for two lots located in the vicinity of 55th and Airport Drive.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred-- EXECUTION OF AGREEMENTS WITH METROPOLITAN
WATER RECLAMATION DISTRICT OF GREATER
CHICAGO CONCERNING CHICAGO O'HARE
INTERNATIONAL 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 Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 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 execution of two agreements with the Metropolitan Water Reclamation District of Greater Chicago. The first agreement authorizes the parties to conduct a joint study of the drainage and pollution problems at O'Hare International Airport. The second agreement involves the conveyance of certain O'Hare International Airport property to the district for the purpose of constructing and operating the Willow-Higgins reservoir.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO NEGOTIATE WITH FARLEY
CANDY COMPANY FOR SALE OF CITY-OWNED
PROPERTY LOCATED AT 3130 -- 3150
SOUTH SACRAMENTO 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

June 27, 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 transmit herewith an ordinance authorizing the Department of Economic Development to negotiate with the Farley Candy Company for the sale of City-owned property at 3130 -- 3150 South Sacramento Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF REVISION TO SALE OF LAND
IN 37TH-WENTWORTH REDEVELOPMENT 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 Housing, Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 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 a revision to the sale of land in the 37th-Wentworth Redevelopment Area (Parcel One, phases II and III) located at 3629 -- 3635 South Wells Street and 214 -- 224 West 37th Street. The revision would incorporate a new purchase price based upon a current reuse appraisal.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO NEGOTIATE FOR ACQUISITION
OF FIVE PARCELS OF LAND NEAR 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 Housing, Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 27, 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 Commissioner to negotiate for the acquisition of five parcels of land near Midway Airport.

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

Communications from Mr. James C. Slifer, P.E., District Engineer, under dates of June 6 and 13, 1990, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

October 4, 1989.

Allocation of Motor Fuel Tax funds for installation and modification of traffic control signals at specified locations.

February 28, 1990.

Allocation of Motor Fuel Tax funds necessary for various projects in improved streets, county or state highways during year 1990.

Allocation of Motor Fuel Tax funds authorized for various new alley and/or street construction during year 1990.

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.

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.

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.

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.

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).

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).

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

Also, a communication from Mr. Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of June 8, 1990, transmitting certified copies of the amount of assessments for the New Street Improvement Program in accordance with Chapter 200.4-4 of the Municipal Code which was *Placed on File*.

Placed On File -- ANNUAL STATEMENTS OF LABORERS' AND
RETIREMENT BOARD EMPLOYEES' ANNUITY AND
BENEFIT FUND OF CHICAGO.

Also, the annual statements for the year ended December 31, 1989 of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, as prepared by Mr. Donald F. Campbell, Actuary and Thomas Harvey and Company, Certified Public Accountants and transmitted by Mr. James Capasso, Jr., Executive Director, which were *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF MAY, 1990.

Also, the City Clerk 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 17092 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 June 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 June 26, 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 June 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.

PERSONAL SERVICES PAID BY VOUCHERS MAY, 1990

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	MAY, 1990
Villanova, Marshall	7036 S. Fairfield	Aviation	Adm. Asst. II	740	2,025.00	1,497.12
Jurasz, Alan	1850 W. Warner	Fire	Fireman	100	250.67	250.67
Rotza, Cheryl	3117 N. Oketo	"	"	"	1,046.52	1,046.52
Shanahan, John	6327 S. Lamont	"	"	"	319.54	319.54
Williams, Robert	2843 W. Sherwin	"	"	"	2,219.28	2,219.28
Jones, Shari	1834 W. 107th	Hum. Relations	Consultant	"	1,637.50	446.59
Jackson, Janet	7745 S. Saginaw	Inspectional Services	Exec. Sec.	"	1,803.00	901.50
Scott, Charles A.	P. O. Box 7579	Inq. & Infor	Adm. Asst. II	"	12.91	1,765.45
Meister, Christopher	1444 Berwyn	Mayor's Ofc	Asst. to Mayor	"	4,000.00	4,000.00
Padvolakis, Raymond	1439 W. Birchwood	"	Adm. Asst.	"	4,689.30	4,689.30
Plantz, Paul	4711 N. Avers	"	Adm. Asst.	"	1,408.33	2,816.66
Arbolino, Jennifer	626 1/2 W. Barry	Purchasing	Contract Negotiator	"	45.74	45.74
Mayes, Sherone	236 E. 32nd	"	Sr. Contract Officer	"	93.80	93.80
Mims, Lamont	110 W. 68th	"	"	"	60.34	60.34
Roque, Roberto	2424 N. Cortland	"	"	"	349.67	349.67
Smith, Ronald	9209 S. Ada	"	"	"	110.56	110.56
Wheaton, Norman	10435 S. Eberhart	"	"	"	54.53	54.53

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

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

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

Ad Hoc Productions, Incorporated -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 17-G bounded by:

a line 64.61 feet south of West Schreiber Avenue; North Greenview Avenue; a line 130.61 feet south of West Schreiber Avenue; and the alley next west of North Greenview Avenue.

American National Bank and Trust Company of Chicago, as trustee, under Trust Number 110530-06 -- to classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 10-I bounded by:

the alley next north of and parallel to West 47th Street; South Albany Avenue; West 47th Street; and a line 45.50 feet west of and parallel to South Albany Avenue.

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

a line 118 feet north of and parallel to West Altgeld Street; North Greenview Avenue; West Altgeld Street; and the alley next west of and parallel to North Greenview Avenue.

Morton S. Balaban -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by:

the alley next north of and parallel to West George Street; the alley next west of and parallel to North Racine Avenue; West George Street; and a line 25 feet west of and parallel to the alley next west of and parallel to North Racine Avenue.

Elmer C. Carlson Investments, Incorporated -- to classify as an R3 General Residence District instead of an R1 Single-Family Residence District the area shown on Map No. 26-H bounded by:

West 103rd Street; a line 680 feet east of and parallel to South Wood Street; a line 296 feet 4-3/8 inches south of and parallel to West 103rd Street; and a line 525 feet east of and parallel to South Wood Street.

Mary J. Casey -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 8-G bounded by:

West 32nd Place; South Aberdeen Street; a line 24 feet south of and parallel to West 32nd Place; and the alley next west of South Aberdeen Street.

Leon Dingle -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-E bounded by:

270.56 feet north of center line of 32nd Street; South Dr. Martin Luther King, Jr. Drive; 233 feet north of center line of 32nd Street; and South Calumet Avenue.

Kenwood Area Housing, Incorporated -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 10-D bounded by:

the alley next north of and parallel to East 46th Street; the alley next west of and parallel to South Woodlawn Avenue; East 46th Street; and the alley next east of and parallel to South Greenwood Avenue.

Michigan Chronicle Publishing Company, Incorporated -- to classify as a C2-4 General Commercial District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 6-E bounded by:

East 24th Street; the alley next east of and parallel to South Wabash Avenue; a line 75 feet south of and parallel to East 24th Street; and a line 75 feet west of and parallel to the alley next east of and parallel to South Wabash Avenue.

Bruce Miller -- to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by:

a line 198.98 feet north of and parallel to West Adams Street; a line 212.47 feet east of and parallel to South Desplaines Street; West Adams Street; and South Desplaines Street.

Bruce Miller -- to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by:

West Jackson Boulevard; South Jefferson Street; a line 122.19 feet south of and parallel to West Jackson Boulevard; and a line 150.42 feet west of and parallel to South Jefferson Street.

Public Storage, Incorporated -- to classify as a C1-3 Restricted Commercial District instead of a B5-4 General Service District the area shown on Map No. 18-B bounded by:

East South Shore Drive; South Coles Avenue; a line 410 feet north of and parallel to East 72nd Street (as extended and located east of South Exchange Avenue); South Exchange Avenue; a line 510 feet north of and parallel to East 72nd Street (as extended and located east of South Exchange Avenue); and a north-south line east of and parallel to South Shore Drive at the southeast corner of its intersection with South Exchange Avenue.

Morton Skolnik -- to classify as a Business Planned Development instead of Planned Manufacturing District Number 1 the area shown on Map No. 5-G bounded by:

West Willow Street; North Marcey Street; North Sheffield Avenue; West North Avenue; and North Kingsbury Street.

Reverend Ernest Smith -- to classify as a B1-1 Local Retail District instead of an R3 General Residence District the area shown on Map No. 18-G bounded by:

a line 24 feet north of West 74th Street; South Morgan Street; West 74th Street; and the alley next west of and parallel to South Morgan 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:

Alfaro Noe, Allstate Insurance Company (5) Joseph A. Grijalva, Latonya Harris, Johnny Lewis, Anna Ryba and Jamal Salah, American Ambassador Casualty Company (3) Sandra Haywood, Ethelyn E. Jasper and Aviles Wilson, American Family Insurance Company and William Thiesen, Atlantic Mutual Insurance Company and Michael Stanton;

Barrera Pablo, Bergner Mike, Bielski Genevieve, Busbey Shail;

Cage Denise, Calderaro Charlotte, Carrillo Rodolfo, Coleman Lander, Colonial Penn Insurance and Claude Graham, Cueto Jose;

Di Benedetto Steve, Dixon James M., Doppelt Joy S., Dudle Robert;

Eisenberg Marilyn;

Feiler Sr. Joseph, Ferguson Lynn, Frederick J.;

Garner Alice and Arthur, General Accident Insurance Company and Sharon Morgan, Grimm Betsy R., Guerrero Longino;

Harper Eleanor, Harris Cynthia, Hart Cynthia L., Haynes M., Hengels Lawrence, Holton Hubert, Humble Eleanor M., Humphrey Vera;

Illinois Bell Telephone Company;

Jacobellis Salvatore, Jafari Behzad, Jamison Betty A., Junkovic Frank;

Laviolette Joseph W.;

Machon Hanna, Malia Daniel, McDaniel Kerri R., McGinnity Kelly A., McKoane Madeline, Meola Michael, Mojica Irene, Morgan Susan, Murrell James P.;

National Car Rental, Nedelco Lawrence, Nelson Wrenn, Norred Estelle;

Owens Maurice;

Palladino Sebastian, Pastor James F., Payne Alque, Peoples Gas Light and Coke Company (4), Posner Herman R., Purcell Michael W.;

Richardson Vanessa, Rode Nicholas, Ron's Car Wash, Rozycki Sharon, Rubin Rebecca;

Safeco Insurance Company and Richard Hassler, Safeway Insurance Company and Vershorn Bradley Brown, Soteriou George, Soto Victoria M., Spillers Ronald, Stanula Walter, State Farm Insurance Company (4) Rich Aleskow, Craig A. Brewer and Diana R. Garland, John Efantis and James Evans, Staub Timothy, Stavrakis John;

Thomas Willie, Toland Terrance N.;

Urban Visions, Incorporated;

Vasquez Ramon, Vercher Velinda;

Walker Rosie, Wallace Charles, Wallenberg Agnes, Watts John G., William- Lewis Yvette, Williams Allen, Williams Grace;

Yez-Wanrzyczek Renata;

Zari P., Ziegler Jane, Zimmerman Scott, Zweig Cari.

Referred -- ZONING RECLASSIFICATION OF ELSTON CORRIDOR
AS PLANNED MANUFACTURING DISTRICT.

Also, a communication from Mr. Graham C. Grady, Zoning Administrator, transmitting a proposed ordinance designating the Elston Corridor as a Planned Manufacturing District, which was *Referred to the Committee on Zoning*.

Referred -- ZONING RECLASSIFICATION OF GOOSE ISLAND
AS PLANNED MANUFACTURING DISTRICT.

Also, a communication from Mr. Graham C. Grady, Zoning Administrator, transmitting a proposed ordinance designating Goose Island as a Planned Manufacturing District, which was *Referred to the Committee on Zoning*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF HOTEL SAINT
BENEDICT FLATS AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks under date of June 15, 1990, transmitting the recommendation that Hotel Saint Benedict Flats, located at 40 -- 52 East Chicago Avenue and 801 -- 805 North Wabash Avenue, be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

Rules Suspended -- WAIVER OF ALL DEPARTMENT FEES AND
SURETIES FOR CERTAIN COMMUNITY/ETHNIC
FESTIVALS HELD IN GRANT PARK.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon three proposed orders which had been referred to the Committee on Finance on June 7, 1990. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

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):

Festa Italiana.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for Festa Italiana, sponsored by the Chicago Amerital Unico Club, 218 North Jefferson Street, Chicago, Illinois 60606, to be held at Grant Park from August 17 to August 19, 1990.

Festival Polonaise.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for Festival Polonaise, sponsored by the Polish American Foundation, 5844 North Milwaukee Avenue, to be held in Grant Park from July 13 through July 15, 1990.

Irish Fest Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Irish Fest Chicago, sponsored by Irish Fest Chicago, Merchandise Mart, P.O. Box 4106, Chicago, Illinois 60654, to be held at Grant Park on July 20 through July 22, 1990.

ISSUANCE OF CHICAGO MIDWAY AIRPORT SPECIAL FACILITY
REVENUE BONDS, SERIES 1990, TO PROVIDE CERTAIN
IMPROVEMENTS AT CHICAGO MIDWAY AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Special Facility Revenue Bonds for the construction of improvements at Chicago Midway Airport, in the amount of \$12,000,000, 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, Dixon, Huels, Fary, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 40.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

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

WHEREAS, The City as a home rule unit and pursuant to the Constitution is authorized and empowered to issue its revenue bonds to finance the cost of the design, reconstruction, improvement, equipping and modernization of a commercial aircraft hangar (the "Project")

for the benefit of Midway Airlines, Incorporated (the "Airline") at Chicago Midway Airport (the "Airport"), which is owned and operated by the City; and

WHEREAS, The City Council enacted an ordinance on September 13, 1989 (the "Inducement Ordinance"), authorizing the execution and delivery of an agreement between the Airline and the City providing for the issuance of the City's special facility revenue bonds for the purpose of financing the Project; and

WHEREAS, The Project will be financed by the issuance of "Chicago Midway Airport Special Facility Revenue Bonds, Series 1990 (Midway Airlines, Incorporated, Project)" (the "Bonds"), issued pursuant to an Indenture of Trust (the "Indenture"), from the City to the Trustee as hereinafter defined; and

WHEREAS, The City and the Airline will enter into a Special Facility Use Agreement (the "Special Facility Use Agreement") to provide, among other things, for the payment by the Airline at certain specified times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal or purchase price of and interest on the Bonds; and

WHEREAS, The City, the Airline and the Placement Agent (as hereinafter defined) desire to enter into a Placement Agreement substantially in the form submitted to this meeting (the "Placement Agreement") pursuant to which the Placement Agent will place the Bonds; and

WHEREAS, There has been prepared and presented to this meeting of the City Council a form of the Preliminary Private Placement Memorandum (the "Preliminary Placement Memorandum") relating to the Bonds; now, therefore,

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

SECTION 1. Definitions. In addition to the words and terms defined in the preambles to this ordinance, the following words and terms as used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Final Placement Memorandum" means the Private Placement Memorandum to be dated the date of closing, together with all appendices attached thereto, relating to the Bonds.

"Ordinance" means this ordinance.

SECTION 2. Authorization of the Project. The Project shall be and is hereby authorized to be financed as described herein. Bond proceeds will be applied to pay the estimated cost of the Project, the payment of interest on the Bonds during the construction period and the expenses of issuing the Bonds. It is hereby found and declared that the Project and the uses thereof by the Airline constitute a valid public purpose within the meaning of the Constitution, and that in order to further secure the Bonds, the pledge and assignment by the City under the Indenture of certain of its rights under the Special Facility Use Agreement to the Trustee is necessary and proper.

SECTION 3. Authorization and Payment of the Bonds. For the purpose of financing the cost of the Project there are hereby authorized to be issued by the City its Chicago Midway Airport Special Facility Revenue Bonds, Series 1990 (Midway Airlines, Incorporated Project). The aggregate amount of Bonds issued by the City shall not exceed \$12,000,000. The Bonds shall be issuable in fully registered form, shall be issued in the denominations authorized in the Indenture, and shall be dated and numbered as provided in the Indenture.

The Bonds shall mature no later than January 1, 2030, and shall bear interest at a fixed interest rate or rates not in excess of twelve percent (12%) per annum. The final maturity date, interest rate or rates and principal amount of the Bonds and the purchase price to be paid for the Bonds shall be determined as provided in Section 6 hereof.

The Bonds shall be subject to mandatory and optional redemption prior to maturity upon the terms and conditions set forth in the Indenture.

The Bonds shall be executed by the Mayor by his facsimile or manual signature and attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City or a facsimile thereof shall be affixed thereto or otherwise reproduced thereon.

SECTION 4. The Bonds are Limited Obligations. The Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Special Facility Revenues" (as that term is defined in the Special Facility Use Agreement) derived by the City under the Special Facility Use Agreement, and by other specified sources pledged under the Indenture, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and such Special Facility Revenues derived from the Special Facility Use Agreement, which Special Facility Revenues shall be used for no other purposes than to pay the principal and purchase price of and interest on the Bonds, except as may be expressly authorized otherwise in the Special Facility Use Agreement or the Indenture. The Bonds and the obligation to pay interest thereon are not general obligations of the City and do not now and shall never constitute any indebtedness or a loan of credit of the City, the State of Illinois or any political subdivision of the State of Illinois, or a charge against the general credit or taxing powers of the City, the State of Illinois or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions of the State of Illinois, or otherwise.

SECTION 5. Assignment. As security for the due and punctual payment of the principal and purchase price of and interest on the Bonds herein authorized, the City will, in the Indenture, assign and pledge to the Trustee (i) certain Special Facility Revenues derived by the City under the Special Facility Use Agreement, and (ii) certain rights and remedies of the City under the Special Facility Use Agreement to enforce payment thereof.

SECTION 6. Approval of the Placement Agreement and Preliminary Placement Memorandum; Execution and Delivery of the Placement Agreement. (a) The Placement Agreement in substantially the form presented to this meeting is hereby approved. The City hereby appoints The First National Bank of Chicago and such other agents as the Mayor or City Comptroller may appoint as the "Placement Agent". The Mayor or the City

Comptroller of the City is hereby authorized to execute (with the concurrence of the Chairman of the Committee on Finance of the City Council) and deliver a Placement Agreement in substantially the form of the Placement Agreement presented to this meeting, together with such changes thereto and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in paragraph (b) of this Section 6, the execution thereof to constitute conclusive evidence of this City Council's approval of such changes and completions. The sale of the Bonds pursuant to the terms and conditions of the Placement Agreement is hereby approved by this City Council.

(b) Authority is hereby delegated to the Mayor or the City Comptroller to determine the aggregate principal amount of the Bonds, the interest rate or rates on the Bonds, the final maturity date of the Bonds and the purchase price of the Bonds; provided, however, that (i) the aggregate principal amount of the Bonds shall not exceed \$12,000,000, (ii) the final maturity date of the Bonds shall not be later than January 1, 2030, (iii) the interest rate or rates on the Bonds shall not be higher than twelve percent (12%) per annum, and (iv) the aggregate purchase price for the Bonds shall not be less than ninety-eight percent (98%) of the principal amount thereof to be issued, less original issue discount on the Bonds, if any.

(c) The Preliminary Placement Memorandum in substantially the form presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the Placement Agent in connection with the placement of the Bonds are hereby authorized. The Mayor or City Comptroller is hereby authorized to permit the distribution of the Final Placement Memorandum, in substantially the form of said Preliminary Placement Memorandum, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller shall deem advisable.

(d) Pursuant to the Indenture, the Mayor shall execute the 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 thereto or otherwise reproduced thereon, and the Bonds shall be attested by the manual or facsimile signature of the City Clerk. The Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Bonds upon the order of the Placement Agent.

(e) Subsequent to the sale of the Bonds, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth (i) the aggregate principal amount of Bonds sold; (ii) the interest rate or rates on the Bonds, (iii) the final maturity date of the Bonds, (iv) the purchase price at which the Bonds were sold, and (v) the compensation paid to the Placement Agent in connection with the sale of the Bonds, which notification shall constitute conclusive evidence of the proper exercise of the authority delegated to the Mayor and the City Comptroller pursuant to paragraph (b) of this Section 6. In addition, executed copies of the Indenture, the Special Facility Use Agreement and the Placement Agreement and the Final Placement Memorandum shall be filed with such notification of sale.

SECTION 7. Execution of Documents. (a) The Special Facility Use Agreement and the Indenture, in substantially the forms submitted to this meeting, are hereby authorized and approved.

(b) The Mayor or the City Comptroller is hereby authorized to execute the Special Facility Use Agreement and the Indenture for and on behalf of the City and the City Clerk is hereby authorized, as appropriate, to attest the same and to impress thereon the corporate seal of the City. The Special Facility Use Agreement and the Indenture may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution or acceptance thereof to constitute conclusive evidence of this City Council's approval of any and all changes thereto or revisions thereof; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements as executed.

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 7 to be effective, and any such actions, executions and deliveries will constitute the legal and validly binding actions of the City.

SECTION 8. Appointment of Trustee. The Mayor or the City Comptroller is hereby authorized to appoint the Trustee (the "Trustee").

SECTION 9. Approval of Issue. The Mayor or the City Comptroller is hereby authorized and directed to cause the publication of notice for, and the holding of, the public hearing or hearings if and to the extent required under Section 147(f) of the Internal Revenue Code of 1986 (the "Code") in connection with the proposed issuance of the Bonds, which hearing or hearings shall be held by the Committee on Finance of the City Council or its representatives. The City Council hereby directs that no Bonds shall be issued unless and until the requirements of said Section 147(f), including, particularly, the approval requirement following such public hearing, having been fully satisfied and that no contract, agreement or commitment to issue Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified. The financing of the cost of the Project through the issuance and sale of the Bonds is hereby authorized and approved for the purposes and within the meaning of Section 147(f) of the Code.

SECTION 10. Extension of Authorization. The City's intention to issue obligations including the Bonds as expressed in the Memorandum of Intent attached to the Inducement Ordinance adopted by the City Council of the City on September 13, 1989, is hereby extended until September 13, 1991.

SECTION 11. Performance Provisions. The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Comptroller and the City

Clerk shall be, and they are hereby, further authorized and directed for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including an appropriate certificate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, with respect to the Bonds and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the Special Facility Use Agreement, the Indenture, the Final Placement Memorandum and the Placement Agreement and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 12. Designation of Another to Affix Signature. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance; in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the 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 13. 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 14. Captions. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe and scope or intent of any provision of this Ordinance.

SECTION 15. Provisions in Conflict Repealed; Publication. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 16. Effective Immediately. This Ordinance shall be in full force and effect from and after its passage.

[Preliminary Placement Memorandum, Placement Agreement, Indenture of Trust and Special Facility Use Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

SUBMISSION OF GRANT APPLICATION TO ILLINOIS EMERGENCY
SERVICES AND DISASTER AGENCY FOR CITYWIDE
DISASTER PREPAREDNESS PLAN.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of an application to the Illinois Emergency Services and Disaster Agency for the City of Chicago Hazardous Materials and Emergency Preparedness and Disaster Services Program, in the amount of \$400,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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") as a major population, industrial and transportation center, faces many potentially hazardous situations. These range from natural disasters, such as severe snow storms and tornadoes, to the modern manmade problems involving hazardous materials, fires or major transportation accidents. The City has been, and continues to be, exposed to many hazards, all of which have the potential to threaten the health, safety and welfare of its citizens; and

WHEREAS, The Federal Emergency Management Agency ("F.E.M.A.") provides funds to the Illinois Emergency Services and Disaster Agency ("I.E.S.D.A.") which makes grants available to cities so that the cities can establish a citywide disaster preparedness plan; and

WHEREAS, To reduce the risk of death, injuries and property damage in the City caused by disasters, the Fire Department's Hazardous Materials and Emergency Preparedness and Disaster Service teams require funding to develop a comprehensive emergency program that maximizes the City's capacity to save the lives of its citizens (the "Project"); and

WHEREAS, To support the establishment of the Project, it is necessary to apply for funds in the amount of \$200,000 from I.E.S.D.A. which is 50% of the Project cost; and

WHEREAS, The City is required to provide \$200,000, the remaining 50% of the cost of the Project as its local match (the "Matching Shares"); and

WHEREAS, It is in the public interest of the citizens of the City to obtain the funds for the Project; now, therefore,

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

SECTION 1. The Mayor of the City or the Commissioner of the Fire Department (the "Commissioner") is authorized to execute and file a grant application with I.E.S.D.A. for funds in the amount of \$400,000 of which \$200,000 will be provided by the City as its Matching Share (collectively, the "Grant Funds").

SECTION 2. The Mayor or the Commissioner is authorized to act in connection with such application, to sign and submit such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations as may be required by I.E.S.D.A.

SECTION 3. The Commissioner is authorized to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments that do not increase the total budget for the Project, as may be required in connection with the application and award agreements for the Grant Funds.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with State and local requirements.

SECTION 5. The Matching Share is hereby authorized and appropriated from the City's Corporate Fund.

SECTION 6. The City Council hereby appropriates the amount of \$200,000 or such amount as may actually be received from I.E.S.D.A. for the Project.

SECTION 7. Any and all such funds as may be awarded as a result of such applications, together with the Matching Share, shall be expended for the objects and purposes set forth in such application.

SECTION 8. The Comptroller is directed to disburse the Grant Funds as required to carry out the Project.

SECTION 9. The Mayor, the Commissioner, the Comptroller and the Purchasing Agent are authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, contracts/agreements and amendments thereto pertaining to the Project, all in accordance with applicable City and State statutes and regulations.

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

EXECUTION OF LOAN AGREEMENT WITH 7505 SOUTH EGGLESTON
LIMITED PARTNERSHIP UNDER MULTI-UNIT REHABILITATION
ASSISTANCE PROGRAM AND RENTAL REHABILITATION
PROGRAM FOR PROPERTY AT 7505
SOUTH EGGLESTON AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 loan and security agreement between the City of Chicago and 7505 South Eggleston Limited Partnership for the property located at 7505 South Eggleston Avenue, in the amount of \$525,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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

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

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

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has indicated the availability of an allocation of \$4,508,000 of Rental Rehabilitation Program grant funds to the City for Program Year VI (1990) for which the City has submitted an application; and

WHEREAS, The City has programmed \$4,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in

Program Year XVI, wherein below market rate 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 a nine and one quarter percent (9.25%) interest rehabilitation loan to 7505 South Eggleston Limited Partnership, an Illinois limited partnership ("Borrower"), in an amount not to exceed \$525,000 ("City Loan") from the MULTI-Program (\$40,200) and, upon H.U.D.'s approval of the City's application for Rental Rehabilitation Program Year VI, from the Rental Rehabilitation Program (\$484,800) wherein said funds, when loaned, will leverage an additional \$774,338 ("Other Funds") in other investments for the rehabilitation of 24 units, said City Loan being more particularly described in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The above recitals, including the legislative findings, are expressly incorporated in and made a part of this ordinance as though fully set forth.

SECTION 2. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to negotiate the City Loan to the Borrower shown in Exhibit A, attached hereto and made a part hereof.

SECTION 3. Upon the approval and availability of the Other Funds as shown in Exhibit A, the Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents and notes as are required or necessary to implement the City Loan and the terms and program objectives of the MULTI-Program and Rental Rehabilitation Program.

SECTION 4. 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:

7505 South Eggleston Limited Partnership, an Illinois limited partnership whose principals are Rezmar Corporation (1% share) as general partner and limited partners to be named later (99% share). Limited partners will be required to make economic disclosure to the City.

Project: Rehabilitation of 7505 South Eggleston Avenue as 24 one, two, three and four bedroom units for low and moderate income families.

City Loan: \$525,000
30-year term

Source: MULTI-Program, C.D.B.G. Year XIV -- \$40,200
Rental Rehabilitation Program, Year VI (1990) -- \$484,800

Interest: 9.25 percent, deferred and payable at maturity.

Principal: Monthly payments of \$1,093.75 for 30 years with a balloon payment of all outstanding principal and interest due at maturity.

Security: Second Mortgage.

Other Funds: \$540,049 loan from Harris Bank and Trust Company or from another source acceptable to the Commissioner and the Corporation Counsel

30-year term
10.5% interest
Secured by first mortgage.

\$234,289 equity contribution by Borrower.

Total Project Costs: \$1,299,338.

EXECUTION OF LOAN AGREEMENT WITH 7024 SOUTH PAXTON
LIMITED PARTNERSHIP UNDER RENTAL REHABILITATION
PROGRAM FOR PROPERTY AT 7024
SOUTH PAXTON AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 loan and security agreement between the City of Chicago and 7024 South Paxton Limited Partnership for the property located at 7024 South Paxton Avenue, in the amount of \$375,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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

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

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental

Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has indicated the availability of an allocation of \$4,508,000 of Rental Rehabilitation Program grant funds to the City for Program Year VI (1990) for which the City has submitted an application; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of a three percent (3%) interest rehabilitation loan to 7024 South Paxton Limited Partnership, an Illinois limited partnership ("Borrower"), in an amount not to exceed \$375,000 ("City Loan") upon H.U.D.'s approval of the City's application for Rental Rehabilitation Program Year VI wherein said funds, when loaned, will leverage an additional \$743,846 ("Other Funds") in other investments for the rehabilitation of 25 units, said City Loan being more particularly described in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The above recitals, including the legislative findings, are expressly incorporated in and made a part of this ordinance as though fully set forth.

SECTION 2. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to negotiate the City Loan to the Borrower shown in Exhibit A, attached hereto and made a part hereof.

SECTION 3. Upon the approval and availability of the Other Funds as shown in Exhibit A, the Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents and notes as are required or necessary to implement the City Loan and the terms and program objectives of the Rental Rehabilitation Program.

SECTION 4. 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: 7024 South Paxton Limited Partnership, an Illinois limited partnership whose principals are Rezmar

Corporation (1% share) as general partner and limited partners to be named later (99% share). Limited partners will be required to make economic disclosure to the City.

Project: Rehabilitation of 7024 South Paxton Avenue as 25 two and three bedroom units for low and moderate income families.

City Loan: \$375,000
30-year term

Source: Rental Rehabilitation Program, Year VI (1990)

Interest: Years 1 -- 4 Zero percent.

Years 5 -- 30 3 percent.

Principal: Years 1 -- 4 No payments.

Years 5 -- 30 Monthly payments of principal and interest, based on a 30-year amortization schedule, with a balloon payment of all outstanding principal and interest due at the end of Year 30 (Year 26 of the amortization schedule).

Security: Second Mortgage.

Other Funds: \$576,686 loan from Harris Bank and Trust Company or from another source acceptable to the Commissioner and the Corporation Counsel
30-year term
9.25% interest
Secured by first mortgage.

\$167,160 equity contribution by Borrower.

Total Project Costs: \$1,118,846.

EXECUTION OF LOAN AGREEMENT WITH AFRICAN VILLAGE
LIMITED PARTNERSHIP UNDER MULTI-UNIT
REHABILITATION ASSISTANCE PROGRAM
AND RENTAL REHABILITATION
PROGRAM FOR PROPERTIES
AT 400, 418 AND 500
SOUTH LARAMIE
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 loan and security agreement between the City of Chicago and the African Village Limited Partnership for the properties located at 400, 418, and 500 South Laramie Avenue, in the amount of \$1,600,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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"), 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 programmed \$4,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Year XV, wherein 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 Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") approved an allocation of \$5,400,000 of Rental Rehabilitation Program grant funds to the City for Program Year V (1989); and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of a three percent (3%) interest rehabilitation loan to African Village Limited Partnership, an Illinois limited partnership ("Borrower"), in an amount not to exceed \$1,600,000 (the "City Loan"), \$800,000 to be funded from MULTI-Program Year XV and \$800,000 to be funded from Rental Rehabilitation Program Year V, whereas said funds when loaned will leverage an additional \$1,675,000 in private funds ("Other Funds") for the rehabilitation of 95 rental dwelling units pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The above recitals, including the legislative findings, are expressly incorporated in and made a part of this ordinance as though fully set forth.

SECTION 2. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to negotiate the City Loan to the Borrower shown in Exhibit A, attached hereto and made a part hereof.

SECTION 3. The Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents and notes as are required or necessary to implement the City Loan and the terms and program objectives of the MULTI-Program and Rental Rehabilitation Program, and upon the execution and receipt of proper documentation to disburse loan funds in an amount not to exceed \$1,600,000.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

Exhibit "A".

Borrower:	African Village Limited Partnership, an Illinois limited partnership to be formed with Pride Development Corporation, an Illinois corporation, as general partner (1% share) and Chicago Equity Fund as the limited partner (99% share). The limited partner will be required to execute an economic disclosure statement to the City prior to closing the City Loan.	
Project:	Rehabilitation of 95 dwelling units in three adjacent buildings located at 400, 418 and 500 South Laramie Avenue.	
City Loan:	Multi-Program Year XV	\$ 800,000
	Rental Rehabilitation	
	Program Year V	<u>\$ 800,000</u>
	Total City Loan:	\$ 1,600,000

Term: 30 year, 3% nonrecourse loan Years 1-4, 48 consecutive monthly payments of \$28,000 representing interest only.

Interest rate: 1%.

Years 5-30, 312 consecutive monthly payments of principal and interest based on a 30 year amortization in the amount of \$53,333 per month, with a final balloon payment of all outstanding principal and interest due, on the 312th month.

Interest rate: 3%.

Security: Second Mortgage

Other Funds: Community Investment Corporation First Mortgage:
\$1,675,000
Term: 16 years, 9.25%, 25 year amortization.

Local Initiative Support Center
Equity Bridge Loan: \$982,536.

Partnership Equity: \$1,435,646.

Total Project Costs: \$4,710,646.

EXECUTION OF GRANT AGREEMENT WITH YOUNG MEN'S
CHRISTIAN ASSOCIATION OF CHICAGO UNDER
MULTI-UNIT REHABILITATION ASSISTANCE
PROGRAM FOR PROPERTIES AT 500
SOUTH INDIANA AVENUE AND
4 EAST 111TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 grant agreement between the City of Chicago and the Young Men's Christian Association of Chicago for the rehabilitation of the properties located at 5500 South Indiana Avenue and 4 East 111th Street, in the amount of \$932,620, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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"), 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 programmed \$4,000,000 of Community Development Grant funds for its MULTI-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Year XV, wherein rehabilitation loans and grants 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 City has programmed \$4,000,000 of Community Development Block Grant funds for its MULTI-Program in Program Year XVI; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of a rehabilitation grant to the Young Men's Christian Association of Chicago, Incorporated (also known as Y.M.C.A. of Metropolitan Chicago), an Illinois not-for-profit corporation ("Borrower"), in an amount not to exceed \$932,620 (the "Grant"), \$447,435 to be funded from the MULTI-Program Year XV and \$485,185 to be funded from MULTI-Program Year XVI for the rehabilitation of 429 single room occupancy units, more particularly described in Exhibit A attached hereto and made a part hereof ("Project"); said funds when loaned will leverage an additional \$704,291 in other investments ("Other Funds"); 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 negotiate the Grant to the Borrower in accordance with terms shown in Exhibit A, attached hereto and incorporated herein.

SECTION 2. Upon approval and availability of the Other Funds shown in Exhibit A, the Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements and documents as are required or necessary to implement the Grant and 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: Young Mens Christian Association of Chicago, Incorporated (also known as Y.M.C.A. of Metropolitan Chicago), an Illinois not-for-profit corporation.

Project: 4 East 111th Street, 168 single-room occupancy units.

Grant:	MULTI-Program Year XV	\$447,435
	Illinois Housing Development Authority ("I.D.H.A.")	<u>258,400</u>
	Total Financing	\$705,835

Project: 5000 South Indiana Avenue, 261 single-room occupancy units.

Grant:	MULTI-Program Year XVI	\$485,185
	I.D.H.A.:	306,600
	Illinois Development Action Grant ("I.D.A.G.")	<u>139,291</u>
	Total Financing	\$931,076

Project is the rehabilitation of a total of 429 single-room occupancy housing units for low income, general assistance recipients.

In the event the other funding is not available, the Borrower may substitute funds from other sources which are acceptable to the Commissioner and the Corporation Counsel.

Security:

The grant agreement will be secured by a junior mortgage on the Project for a term of ten years. If the Project is sold, or the use of the Project (429 single-room occupancy housing units for low income, general assistance recipients) is changed prior to the expiration of the ten-year period, repayment of the Grant will be due in full.

EXECUTION OF LOAN AGREEMENT WITH 901 AND 921 WEST
SUNNYSIDE VENTURE UNDER MULTI-UNIT REHABILITATION
ASSISTANCE PROGRAM AND RENTAL REHABILITATION
PROGRAM FOR PROPERTY AT 921 -- 927 WEST
SUNNYSIDE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 loan and security agreement with the 901 and 921 West Sunnyside Venture General Partnership for the rehabilitation of the property located at 921 -- 927 West Sunnyside Avenue, in the amount of \$405,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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"), 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 programmed \$4,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Year XVI, wherein below market rate 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 Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has indicated the availability of an allocation of \$4,508,000 of Rental Rehabilitation Program grant funds to the City for Program Year VI (1990) for which the City has submitted an application; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) zero percent interest rehabilitation loan to 901 and 921 West Sunnyside Venture, an Illinois general partnership ("Borrower"), in an amount not to exceed \$405,000 ("City Loan"), from MULTI-Program (\$90,000) and, upon H.U.D.'s approval of the City's application for Rental Rehabilitation Program Year VI, from the Rental Rehabilitation Program (\$315,000) wherein said funds, when loaned, will leverage an additional \$523,183 ("Other Funds") in other investments for the rehabilitation of 20 units, said City Loan being more particularly described in Exhibit A attached hereto and made a part hereof; 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 negotiate the City Loan to the Borrower as shown in Exhibit A, attached hereto and made a part hereof.

SECTION 2. Upon the approval and availability of the Other Funds as shown in Exhibit A, the Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents or notes as are required or necessary to implement the City Loan and the terms and program objectives of the MULTI-Program and the Rental Rehabilitation Program.

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:	901 and 921 West Sunnyside Venture, an Illinois general partnership whose principals are James R. Graves (50% share) and Stanley B. Lee (50% share).
Project:	921 -- 927 West Sunnyside Avenue 20 one, two and three bedroom units.
City Loan:	\$405,000 7-year term 0% interest Annual principal payment of \$10,125 with balloon payment at term.

Secured by second mortgage and joint and several guaranties of James R. Graves and Stanley B. Lee.

Other Funds: \$395,000 loan from Community Investment Corporation
 12 year term
 9.25 % interest
 Secured by first mortgage.

 \$128,183 Equity contribution by Borrower.

Total Project Costs: \$928,183.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO SETTLEMENT AGREEMENT REGARDING
*DONALD K. COHEN V. CITY
OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into a settlement in the following matter: *Donald K. Cohen v. City of Chicago*, 86 L 18523, in the amount of \$137,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Donald K. Cohen v City of Chicago*, 86 L 18523, in the amount of \$137,000.

SUBMISSION OF GRANT APPLICATION TO ILLINOIS DEPARTMENT
OF TRANSPORTATION UNDER OPERATION GREENLIGHT
PROGRAM FOR TRANSIT STATION SECURITY
AND ACCESS IMPROVEMENTS PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of a grant application to the Illinois Department of Transportation for the Citywide Transit Station Security and Access Improvements Project, in the amount of \$5,100,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Illinois Senate Bill 435, Section 28, has authorized the Illinois Department of Transportation ("I.D.O.T.") to award grants under its Operation Greenlight Program; and

WHEREAS, Under the Operation Greenlight Program, the Illinois State Legislature has appropriated the sum of \$37,500,000, to be allocated over a five- year period, by I.D.O.T. to the City of Chicago (the "City") to carry out transit related capital improvements; and

WHEREAS, It is now necessary to apply for funds in an amount not to exceed \$5,100,000 to fund improvements for passenger security and convenience at transit stations, such as lighting and sidewalk improvements, for the Transit Station Security and Access Improvements Project (the "Project"); and

WHEREAS, The Chicago Department of Public Works will seek funds in an amount not to exceed \$5,100,000 from I.D.O.T. (the "Grant Funds") with no local match required by the City; now, therefore,

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

SECTION 1. The Mayor is authorized to execute and file a grant application with I.D.O.T. for funds in an amount not to exceed \$5,100,000 with no local match required by the City for the Project.

SECTION 2. The Mayor is authorized to act in connection with such application, to sign and submit such assurances and certifications as are necessary in connection therewith,

and to provide such additional information as may be necessary, including without limitation, any representations as may be required by I.D.O.T.

SECTION 3. The Commissioner of the Department of Public Works (the "Commissioner") is authorized to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments that do not increase the total budget for the Project, as may be required in connection with the application and award agreements for the Grant Funds.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with State and local requirements.

SECTION 5. The Mayor is hereby authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, the grant contracts pertaining to this Project in an amount not to exceed \$5,100,000 between the City and I.D.O.T.

SECTION 6. The City Council hereby appropriates the amount of \$5,100,000 or such amount as may actually be received from I.D.O.T. for the Project.

SECTION 7. The Comptroller is directed to disburse the Grant Funds as required to carry out the Project.

SECTION 8. The Mayor, the Commissioner, the Comptroller and the Purchasing Agent are authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, contracts/agreements and amendments thereto pertaining to the Project, all in accordance with applicable City and State statutes and regulations.

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR
EMERGENCY RECONSTRUCTION OF DETERIORATED
VAULTED SIDEWALKS AT VARIOUS LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 the emergency reconstruction of deteriorated vaulted sidewalks, in the amount of \$1,250,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the emergency reconstruction of deteriorated vaulted sidewalks at various locations citywide, 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 full force and effect from and after its passage.

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

City/State Project Agreement.

Emergency Reconstruction Of Deteriorated

Vaulted Sidewalks At Various Locations

Citywide

(State Fiscal Year, 1991).

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 reconstruction, on an emergency basis, of deteriorated vaulted sidewalks at various locations, 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 the Section 3 Line Item of that Memorandum which provides for sidewalk improvements to be obligated by the City is 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.

The Parties Hereto Mutually Agree:

6. That said Project generally consists of the reconstruction, on an emergency basis, of deteriorated vaulted sidewalks at various locations within the City. All work will be done by City forces. Construction activities will include demolition and excavation of the vaulted areas; construction of all necessary footings, retaining walls and foundation walls; backfill of the subgrade; and construction of all sidewalks, curbs and gutters required in order to provide a safe and satisfactory pedestrian area. Drainage structures will be repaired

or reconstructed as necessary. Utilities will be adjusted 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) \$1,250,000

TOTAL: \$1,250,000

and that 100% of the actual final costs will be paid by the State up to a maximum of \$1,250,000, 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 (\$1,250,000) 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, 1995.
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;

* 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.

- (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 33E-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.

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.

Executed by the City of Chicago
This _____ day of _____, _____.

The City of Chicago,
a municipal corporation

Attest:

City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public Works

Executed by the State of Illinois
This ____ day of _____, _____.

By: _____
Director of Highways,
Illinois Department of
Transportation

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 CENTRAL PARK AVENUE
BRIDGE OVER NORTH BRANCH OF
CHICAGO RIVER.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 the improvement of the Central Park Avenue Bridge over the North Branch of the Chicago River, in the amount of \$930,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the Central Park Avenue Bridge over the North Branch of the Chicago 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. 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 full 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 Central Park Avenue Bridge Over

The North Branch Of The Chicago River.

Project To Be Funded Under The Federal Highway Bridge

Replacement And Rehabilitation Program.

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 Central Park Avenue Bridge over the North Branch of the Chicago 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, Certain funds have been appropriated under 23 U.S.C., 144 for the Highway Bridge Replacement and Rehabilitation Program; and

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

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 Central Park Avenue Bridge over the North Branch of the Chicago River. The existing bridge superstructure will be removed in its entirety and replaced with a single span steel beam and concrete deck bridge. The existing substructure will be partially removed and new abutment caps will be built. The roadway deck will be widened in order to match the width of the approach roadways. Pavement on both approaches will be reconstructed as necessary, and new curbs, gutters and sidewalks will be provided on the approaches. New railings will be constructed. Utilities will be adjusted and all other appurtenances necessary to complete the project will be provided.

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

Contract Construction	.....	\$800,000
Force Account Construction	.....	40,000
Construction Engineering/Supervision	.....	<u>90,000</u>
TOTAL:	.....	\$930,000

and that based upon the current ratio of federal to non-federal (State) funds for Highway Bridge Replacement and Rehabilitation Program projects, the proportional participation for the Project will be:

Federal Aid Share (H.B.R.R.P. Funds) (80% of \$930,000)	.....	\$744,000
Non-Federal Share (State) (20% of \$930,000)	.....	<u>186,000</u>
TOTAL:	.....	\$930,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$186,000 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 fid 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 (\$930,000) 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, 1993.
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 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 33E-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

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 of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

Executed by the City of Chicago
 This ___ day of _____, _____.

The City of Chicago,
 a municipal corporation

Attest:

 City Clerk

By: _____
 Mayor

Reviewed As To Form And Legality:
 (subject to proper execution)

Approved:

 Assistant Corporation Counsel

By: _____
 Commissioner,
 Department of Public Works

Executed by the State of Illinois
 This ___ day of _____, _____.

By: _____

Director of Highways,
Illinois Department of
Transportation

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 AMENDMENT NUMBER THREE TO CITY/STATE
PROJECT AGREEMENT FOR IMPROVEMENT OF CICERO
AVENUE BRIDGE OVER CHICAGO SANITARY
AND SHIP CANAL.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending a City/State Project Agreement with the State of Illinois for the improvement of the Cicero Avenue Bridge over the Chicago Sanitary and Ship Canal, in the amount of \$4,170,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the improvement of the Cicero Avenue Bridge over the Chicago Sanitary and Ship Canal described therein, said amendment to be substantially in the following form:

[Amendment Number Three to 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 full force and effect from and after its passage.

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

Amendment Number Three To An Agreement.

An Amendment To A City-State Project Agreement
Providing For The Improvement Of The Cicero Avenue
Bridge (F.A.P. 128) Over The Chicago
Sanitary And Ship Canal
In The City Of Chicago, Cook County, Illinois.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Amendment by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter referred to as the "City".

Whereas, On March 23, 1989, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 25757 through 25761); and

Whereas, On December 6, 1989, the "City" and the "State" entered into the aforementioned Agreement; and

Whereas, The City and the State are desirous of updating and revising the estimate of cost and of increasing the upper limit of State participation in the Project in order to cover increased project costs based on actual bids; and.

Whereas, Numbered paragraphs 12 and 15 of the aforementioned Agreement contain the estimated costs and the division of financial responsibilities for the Project.

The Parties Hereto Mutually Agree: That numbered paragraphs 12 and 15 of the aforementioned Agreement are hereby revised to read as follows:

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

Contract Construction	.....	\$3,700,000
Force Account Construction	.....	100,000
Construction Engineering/Supervision	.....	<u>370,000</u>
TOTAL:	.....	\$4,170,000

and that based upon the current ratio of federal to non-federal (State) funds for Interstate Substitution projects, the proportional participation for the Project will be:

Federal Aid Share (IX) (85% of \$4,170,000)	.....	\$3,544,500
Non Federal Share (State) (15% of \$4,170,000)	.....	<u>625,500</u>
TOTAL:	.....	\$4,170,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$625,500 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement."

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 (\$4,170,000) as authorized by the City Council."

The Parties Hereto Further Mutually Agree: That all items contained in the original City/State Project Agreement and any subsequent executed Amendments which are not in conflict with this Amendment shall remain in full force and effect.

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 33E-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.

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.

Executed by the City of Chicago
This ___ day of _____, _____.

The City of Chicago,
a municipal corporation

Attest:

City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public Works

Executed by the State of Illinois
This ___ day of _____, _____.

By: _____
Director of Highways,
Illinois Department of
Transportation

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
PRELIMINARY ENGINEERING OF VARIOUS
BRIDGE IMPROVEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 the preliminary engineering of various bridge improvements, in the amount of \$6,450,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel

as to form and legality, a project agreement with the State of Illinois providing for State Funded Preliminary Engineering of various bridge improvements in the City of Chicago 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 full force and effect from and after its passage.

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

City/State Project Agreement.

State Funded Preliminary Engineering Of Various Bridge
Improvements In The City Of Chicago.

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 bridges in the City of Chicago, hereinafter called the "Project(s)" and identified in Exhibit A of this Agreement; 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 the Section 3 line item of that Memorandum which provides \$33,000,000 for highway and bridge capital improvements to be obligated by the City is the basis for the State funds provided under this Agreement; and

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

The State Hereby Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the State approved Preliminary Engineering of the Project(s), 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(s), 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(s).
- 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 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).

The Parties Hereto Mutually Agree:

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

Preliminary Engineering \$6,450,000
-------------------------	-------------------

and that State financial participation in said Preliminary Engineering shall be limited to a maximum of \$6,450,000 with Preliminary Engineering cost in excess of that amount to be paid by the City, or otherwise provided for by amendment to this Agreement.

- 8. That while State financial participation in the Project(s) for the term of the aforementioned Five-Year City/State Memorandum of Understanding (State Fiscal Year 1990 -- 1994), is limited to a maximum of \$6,450,000, the State's financial obligation for State Fiscal Year 1990 will be limited to a maximum of \$750,000. All other charges covered under this Agreement will be reimbursed from State Fiscal Year 1991 -- 1994 funds, (subject to the Illinois General Assembly's appropriation of sufficient funds).
- 9. That the City shall be responsible for 100% of the cost of any Preliminary Engineering work not eligible for State participation.

10. 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(s) (\$6,450,000) as authorized by the City Council.
11. 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.
12. That all prior agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering of the Projects 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;

* 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.

- (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 33E-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.

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.

Executed by the City of Chicago
This _____ day of _____, _____

The City of Chicago,
a municipal corporation

Attest:

City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public Works

Executed by the State of Illinois
This ____ day of _____, _____

By: _____

Director of Highways,
Illinois Department of
Transportation

[Exhibit "A" attached to this Project Agreement printed on
page 17155 of this Journal.]

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.

Exhibit "A".

To Project Agreement.

NO.	FED. PROJ. #	ROUTE	STREET	LOCATION	IMPROVEMENTS	ESTIMATED COSTS	
						Construction	Prelim. Engr.
1.		FAU 1390	North Avenue	Over N. Br. Chicago River	Bridge Reconst	5,250,000	575,000
2.		FAU 1366	Montrose Ave.	Over N. Br. Chicago River	Bridge Rehab	2,950,000	300,000
3.		FAU 1576	106th St.	Over Calumet River	Bridge Rehab	5,500,000	600,000
4.		FAU 876	Halsted Street	Over NB Canal	Bridge Rehab	5,500,000	600,000
5.		FAU 876	Halsted Street	Over N. Br. Chicago River	Bridge Rehab	5,500,000	600,000
6.		FAU 1570	100th St.	Over Calumet River	Bridge Rehab	5,500,000	600,000
7.			Various	Various	Bridge Inspect.	NA	250,000
8.			Various Drawbridges		Bridge Repairs	3,500,000	525,000
9.		FAU 2853	Ashland Ave.	Over N. Br. Chicago River			
10.		FAU 2890	Franklin St.	Over Chicago River			
11.		FAU 2900	LaSalle St.	Over Chicago River			
12.		FAU 2853	Ashland	Over S. Br. Chicago River			
13.		FAU 1423	Van Buren St.	Over S. Br. Chicago River			
14.		FAU 2909	Mabash Ave.	Over Chicago River			
15.		FAU 2899	Wells St.	Over Chicago River			
16.		FAU 1574	103rd St.	East of Stony Island	Viaduct Rehab	3,400,000	400,000
17.		FAU 1419	Madison Street	Over N. Br. Chicago River	Bridge Rehab	5,500,000	600,000
18.		FAU 1419	Madison Street	Chicago River-Canal	Viaduct Rehab	4,750,000	500,000
19.		FAU 2908	State Street	Over Chicago River	Bridge Rehab	4,750,000	500,000
20.		FAU 1414	Washington St.	Over S. Br. Chicago River	Bridge Rehab	4,000,000	400,000

CSA Limit: \$6,450,000

CITY OF CHICAGO PRELIMINARY ENGINEERING FOR BRIDGES INCLUDED IN THE 1990-1994 MEMORANDUM OF UNDERSTANDING -- SECTION 3 (MOU 33)

SUBMISSION OF GRANT APPLICATION TO ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR HIGHWAY AND BRIDGE
IMPROVEMENTS PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of a grant application to the Illinois Department of Transportation for the City of Chicago's Highway and Bridge Improvements Plan, in the amount of \$350,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 104(f) of 23 U.S.C. provides for highway planning funds ("P.L. Funds") to be apportioned to the State of Illinois (the "State") for the purpose of carrying out Section 134 of 23 U.S.C.; and

WHEREAS, The Governor of the State, pursuant to 23 C.F.R. 450.106, has designated the Chicago Area Transportation Study ("C.A.T.S.") as the Metropolitan Planning Organization ("M.P.O.") for the six-county northeastern Illinois Region; and

WHEREAS, The State has allocated P.L. Funds to C.A.T.S. as the M.P.O., and the M.P.O., in turn, has allocated an amount not to exceed \$350,000 in P.L. Funds to the City of Chicago (the "City"), for planning and programming the City's highway and bridge improvement needs through the production of technical reports and development of a list of street projects for programming and implementation (the "Project"); now, therefore,

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

SECTION 1. The Mayor is authorized to execute and file a grant application with the State for funds in an amount not to exceed \$350,000 with a local match required by the City to fund the Project.

SECTION 2. The Agreement for Planning Services (the "Agreement") between the State, acting by and through its Department of Transportation ("I.D.O.T."), and the City, which will provide financial assistance to the City in an amount not to exceed \$350,000 of which \$297,500 (85%) is the State's share and \$52,500 (15%) is the City's share (the "Matching Share"), is hereby approved.

SECTION 3. The Mayor is authorized to act in connection with such applications, to sign and submit such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations required by I.D.O.T.

SECTION 4. The Commissioner of the Department of Public Works (the "Commissioner") is authorized and directed to carry out the provisions of said Agreement and to enter into the Memorandum of Agreement (the "Memorandum") with the State and C.A.T.S. which is appended to said Agreement.

SECTION 5. The Commissioner is authorized to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments that do not increase the total budget for the Project, as may be required in connection with the applications and award agreements for the P.L. Funds.

SECTION 6. The Commissioner is authorized to carry out the Project in accordance with federal, State and City requirements.

SECTION 7. The Mayor is hereby authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, the grant contracts pertaining to the Project in an amount not to exceed \$350,000 between the City and I.D.O.T.

SECTION 8. The City Council hereby appropriates the amount of \$297,500 of P.L. Funds or such amounts as may actually be received from I.D.O.T. for the Project.

SECTION 9. The City's Matching Share is hereby authorized and appropriated from the City's Corporate Fund.

SECTION 10. Any and all P.L. Funds as may be awarded as a result of such applications, together with the Matching Share, shall be expended for the objects and purposes set forth in such applications.

SECTION 11. The Comptroller is authorized to disburse P.L. Funds and the Matching Share in accordance with the budget of the Agreement.

SECTION 12. The Mayor, the Commissioner, the Comptroller and the Purchasing Agent are authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, contracts/agreements and amendments thereto pertaining to the Project, all in accordance with applicable federal, City and State statutes and regulations.

SECTION 13. This ordinance shall be in full force and effect on and from the date of its passage.

EXECUTION OF AMENDMENT NUMBER THREE TO CITY/STATE
PROJECT AGREEMENT FOR IMPROVEMENT OF NORTH
KIMBALL AVENUE UNDER RAILROAD VIADUCT
BETWEEN KENNEDY EXPRESSWAY AND
WEST NEWPORT AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending a City/State Project Agreement with the State of Illinois for the improvement of Kimball Avenue under the railroad viaduct located between the Kennedy Expressway and Newport Avenue, from \$1,320,000 to \$1,850,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the improvement of Kimball Avenue under the railroad viaduct between the Kennedy Expressway and Newport Avenue described therein, said agreement to be substantially in the following form:

[Amendment Number Three to 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 full force and effect from and after its passage.

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

Amendment Number Three To An Agreement.

An Amendment To A City/State Project Agreement
Providing For The Improvement Of Kimball Avenue
Under The Railroad Viaduct
Between Newport Avenue And The Kennedy Expressway
In The City Of Chicago, Cook County, Illinois.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Amendment by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter referred to as the "City".

Whereas, On May 9, 1984; the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 6300 through 6303); and

Whereas, On September 18, 1984, the City and the State entered into the aforementioned Agreement; and

Whereas, On April 25, 1986, and on November 3, 1988, the City and the State entered into subsequent amendments to the aforementioned Agreement; and

Whereas, The City and the State are desirous of updating and revising the estimate of cost and of increasing the upper limit of State participation in the project by supplementing the "Build Illinois" Bond funds which are already in place, with additional funds provided by the Illinois Commerce Commission under Order Number 87-0513; and

Whereas, Numbered paragraphs 13, 14 and 16 of the aforementioned Agreement, as amended, contain the estimated costs and the assignment of financial responsibilities for the Project.

The Parties Hereto Mutually Agree: That a sixth "Whereas" clause is hereby added to the aforementioned amended Agreement as follows:

"Whereas, The Illinois Commerce Commission, under Order Number 87-0513 will provide up to \$530,000 in funds for the construction of the project".

The Parties Hereto Further Mutually Agree: That numbered paragraphs 13, 14 and 16 of the aforementioned Agreement, as amended, are hereby revised to read as follows:

13. "That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	.....	\$1,130,000
City Force Account Construction	.....	561,000
Railroad Force Account Construction	.....	20,000
Construction Engineering/Supervision	.....	<u>139,000</u>
TOTAL:	.....	\$1,850,000

and based upon the agreed upon ratio of "Build Illinois" Bond funds to Illinois Commerce Commission (Grade Crossing Protection) funds, the proportional participation for the Project will be:

"Build Illinois" Bond Funds (71.4% of \$1,850,000)	.....	\$1,320,000
Grade Crossing Protection Funds (I.C.C.) (28.6% of \$1,850,000)	.....	<u>530,000</u>
TOTAL:	.....	\$1,850,000

and that 100% of the actual final cost of the Project will be paid from the "Build Illinois" Bond Fund and/or the Illinois Commerce Commission, Grade Crossing Protection Fund, up to a maximum of \$1,850,000 with any cost in excess of that amount to be paid by the City, or otherwise provided for by amendment to this Agreement."

14. "The City shall be responsible for 100% of the cost of any work not eligible for "Build Illinois" Bond Fund and/or Illinois Commerce Commission participation."
16. "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 (\$1,850,000) as authorized by the City Council."

The Parties Hereto Mutually Agree: That all items contained in the original City/State Project Agreement and any subsequent executed amendments which are not in conflict with this Amendment shall remain in full force and effect.

This Amendment 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;

* 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.

- (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 33E-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.

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.

Executed by the City of Chicago
This _____ day of _____, _____.

The City of Chicago,
a municipal corporation

Attest:

City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public Works

Executed by the State of Illinois

This _____ day of _____, _____.

By: _____

Director of Highways,
Illinois Department of
Transportation

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 INTERSECTION OF NORTH RIDGE
BOULEVARD WITH WEST PRATT BOULEVARD
AND NORTH DAMEN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 the improvement of the intersection of Ridge Boulevard with Pratt Boulevard and Damen Avenue, in the amount of \$885,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the intersection of Ridge Boulevard with Pratt Boulevard/Damen Avenue 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 full 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 Intersection Of Ridge Boulevard
(F.A.U. 2744) With Pratt Boulevard/Damen Avenue.

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 intersection of Ridge Boulevard with Pratt Boulevard/Damen Avenue, 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, 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, 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 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 Heréby 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 Project.

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 intersection of Ridge Boulevard with Pratt Boulevard/Damen Avenue. The existing driving surface will be removed. Drainage structures will be replaced and the pavement base will be repaired or reconstructed as necessary. The intersection of Pratt Boulevard with Ridge Boulevard will be improved by throat widening. Damen Avenue will be realigned to intersect Ridge

Boulevard at approximately Columbia Avenue, and a new traffic signal will be installed at the intersection. A new driving surface will be applied. Curbs, gutters and sidewalks will be reconstructed as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. Utilities will be adjusted. Existing traffic signals will be modernized and all other appurtenances necessary to complete the Project will be provided.

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

Contract Construction	.....	\$550,000
Force Account Construction	.....	280,000
Construction Engineering/Supervision	.....	<u>55,000</u>
TOTAL:	.....	\$885,000

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 \$885,000)	.....	\$663,750
Non-Federal Share (State) (25% of \$885,000)	.....	<u>221,250</u>
TOTAL:	.....	\$885,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$221,250 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 (\$885,000) 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 July 1, 1993.
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 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;

* 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.

- (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 33E-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.

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.

Executed by the City of Chicago
This _____ day of _____, _____.

The City of Chicago,
a municipal corporation

Attest:

City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public Works

Executed by the State of Illinois

This ____ day of _____, _____.

By: _____

Director of Highways,
Illinois Department of
Transportation

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
PRELIMINARY ENGINEERING OF EIGHT LAKE
SHORE DRIVE STRUCTURE IMPROVEMENTS
ASSOCIATED WITH REHABILITATION
OF KENNEDY EXPRESSWAY.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 the preliminary engineering of eight Lake Shore Drive structure improvements associated with the alternative route system for the rehabilitation of the Kennedy Expressway, in the amount of \$550,000, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for State Funded Preliminary Engineering of eight Lake Shore Drive structure improvements associated with the alternative route system for the rehabilitation of the Kennedy Expressway, 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 full force and effect from and after its passage.

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

City/State Project Agreement.

State Funded Preliminary Engineering Of
Eight Lake Shore Drive
Structure Improvements Associated With The
Alternative Route System For The Rehabilitation
Of The Kennedy Expressway
In The City Of Chicago.

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 Lake Shore Drive structures in the City of Chicago, hereinafter called the "Project(s)" and identified in Exhibit A of this Agreement; and

Whereas, The City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies 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 the portion of that Memorandum of Understanding designated to be obligated by the State provides the basis for the State funds provided under this Agreement; and

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

The State Hereby Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the Preliminary Engineering of the Project(s), 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 that 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 relocation 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(s), 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(s).
- 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(s).

The Parties Hereto Mutually Agree:

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

Preliminary Engineering \$550,000

and that State financial participation in said Preliminary Engineering shall be limited to a maximum of \$550,000 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 cost of any Preliminary Engineering work not eligible for State participation.

increase the total cost of Preliminary Engineering for the Project(s) (\$550,000) 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(s) 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;

* 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.

- (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 33E-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.

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.

Executed by the City of Chicago
 This _____ day of _____, _____.

The City of Chicago,
 a municipal corporation

Attest:

 City Clerk

By: _____
 Mayor

Reviewed As To Form And Legality:
 (subject to proper execution)

Approved:

 Assistant Corporation Counsel

By: _____
 Commissioner,
 Department of Public Works

Executed by the State of Illinois

This ____ day of _____, _____.

By: _____

Director of Highways,
Illinois Department of
Transportation

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

Exhibit "A".

Preliminary Engineering Of Eight

Lake Shore Drive Structures.

Locations.

- | | | |
|----|------------------|--|
| 1. | Lake Shore Drive | Pedestrian Tunnel at Chicago Avenue (800 north). |
| 2. | Lake Shore Drive | Over northbound Michigan Avenue (1100 north). |
| 3. | Lake Shore Drive | Over LaSalle Drive (1700 north). |
| 4. | Lake Shore Drive | Over Fullerton Avenue (2400 north). |
| 5. | Lake Shore Drive | Over Diversey Harbor Inlet (2800 north). |
| 6. | Lake Shore Drive | Over Belmont Avenue (3200 north). |

7. Lake Shore Drive Over Wilson Avenue (4600 north).
8. Lake Shore Drive Over Lawrence Avenue (4800 north).

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 PERMIT,
LICENSE FEE EXEMPTIONS AND WAIVER OF FEE
FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (February 28, March 21, April 6, April 25, May 16 and June 7, 1990) sundry proposed ordinances and order transmitted therewith to authorize the issuance of a free permit, license fee exemptions and a waiver of fee 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 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 ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

FREE PERMIT.

Wrightwood Neighborhood Conservation Association.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers

and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Wrightwood Neighborhood Conservation Association, 1052 West Wrightwood Avenue -- c/o Dian Dorwart, for planting of 80 or more trees on the public way of the premises known as: North Lill Street -- 1006, 1008, 1012, 1016, 1022, 1024, 1026, 1028, 1030, 1036, 1040, 1042, 1044 and 1046; North Sheffield Avenue -- 2550, 2552, 2554, 2556, 2558, 2560, 2551 and 2553; North Lincoln Avenue -- 2602 and 2604 (See map attached).

Said areas shall be used exclusively for arboretum 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.

[Map attached to this ordinance printed on
page 17183 of this Journal.]

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Christopher House.
(2507 North Greenview Avenue)

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Christopher House
2507 North Greenview Avenue.

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

*Christopher House.
(1100 West Lawrence Avenue)*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Christopher House
1100 West Lawrence Avenue.

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

Christopher House/Head Start Program And Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Christopher House/Head Start Program and Day Care Center
2507 North Greenview Avenue.

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

Concordia Child Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee beginning May 1, 1990 and ending April 30, 1991:

Concordia Child Care Center
3855 North Seeley Avenue.

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

*Edison L. Hoard/Centers For New Horizons, Incorporated.
(Chicago Housing Authority)*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Edison L. Hoard/Centers for New Horizons, Incorporated
Chicago Housing Authority
3948 South State Street.

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

Englewood Manor/Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Englewood Manor/Day Care Center
7730 -- 7732 South Halsted Street.

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

Mount Greenwood Community Christian Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Mount Greenwood Community Christian Center
11249 South Spaulding Avenue.

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

Rogers Park Montessori School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Rogers Park Montessori School
1244 West Thorndale Avenue (License No. 000406).

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

Southwest Cooperative Pre-School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Southwest Cooperative Pre-School
3500 West 63rd Place.

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

V & J Day Care Center, Incorporated.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is

hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

V & J Day Care Center, Incorporated
1 East 113th Street.

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

Woodlawn African Methodist Episcopal Church.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Woodlawn A.M.E. Church
6456 South Evans Avenue.

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

Zion Hill Community Services.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Zion Hill Community Services
(Day Care Center)
1460 West 78th Street.

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

WAIVER OF FEE.

90th And Parnell Block Club.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to waive electrical permit fees for the installation of residential post lights for the 90th and Parnell Block Club.

WAIVER OF DEMOLITION FEES FOR HEALING
TEMPLE CHURCH OF GOD IN CHRIST.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order submitted by Alderman Giles authorizing the waiver of a demolition lien for Healing Temple Church of God in Christ, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel demolition fees in the amount of \$9,900.00 charged to Healing Temple Church of God in Christ, 803 -- 811 North Lavergne Avenue and 4954 -- 4958 West Chicago Avenue.

INSTALLATION OF ALLEY LIGHT BETWEEN 4749 AND
4937 SOUTH KENWOOD AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order submitted by Alderman T. Evans authorizing the installation of an alley light between 4749 and 4937 South Kenwood Avenue, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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 to be installed in the alley and the parkway between 4749 and 4937 South Kenwood Avenue.

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

The Committee on Finance submitted the following report:

CHICAGO, June 27, 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 at the following institutions:

Alderman Henry

Stone Temple Church; and

Alderman Orr

Loyola University,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the two (2) 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

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

Stone Temple 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 one special police officer and shall pay a fee of \$10.00 for a 1990 license:

Stone Temple Church
3622 West Douglas Boulevard.

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

Loyola University.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs thirty-five (35) special police and shall pay a fee of \$10.00 per license for the year 1990:

Loyola University
6525 North Sheridan Road.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on June 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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
Ada S. McKinley Community Services (various locations)	B1-919709 (Bldg.)	\$47.00
	F4-913174 (Mech. Vent.)	26.00
Bethesda Lutheran School/Church 6803 North Campbell Avenue	P1-001812 (Fuel Burn. Equip.)	78.00
Boys and Girls Clubs of Chicago 625 West Jackson Boulevard	P1-704031 (Fuel Burn. Equip.)	58.00
Chicago Child Care Society 5647 South University Avenue	A1-002616 (Elev.)	82.00
Chicago Sinai Congregation 5350 South Shore Drive	F5-900643 (Curb and Canopy)	363.00
Gads Hill Center 1919 West Cullerton Street	B1-002237 (Bldg.)	47.00
Inner City Impact 3325 West Fullerton Avenue	B1-914589 (Bldg.)	34.50

6/27/90

REPORTS OF COMMITTEES

17195

Name And Address	Warrant No. And Type Of Inspection	Amount
Jewish Federation of Metropolitan Chicago 1 South Franklin Street	B1-000823 (Bldg.)	\$ 79.00
Little Sisters of the Poor 2325 North Lakewood Avenue	B4-700368 (Inst.)	80.50
Lutheran General Health Care Services 8765 West Higgins Road	C2-000521 (Refrig.)	32.00
Methodist Hospital of Chicago 5025 North Paulina Street	P1-001121 (Fuel Burn. Equip.)	874.00
Misericordia Home 2916 West 47th Street	P1-001534 (Fuel Burn. Equip.)	331.00
Mount Carmel Church 2978 South Wabash Avenue	A1-002498 (Elev.)	41.00
Norwood Park Home 6016 North Nina Avenue	D7-000050 (Sign)	40.00
Saint Frances Xavier Cabrini Hospital 811 South Lytle Street	F5-900692 (Basin)	350.00
	Pl-702795 (Fuel Burn. Equip.)	549.00
University of Chicago (various locations)	A1-002559 (Elev.)	61.00
	A1-002590 (Elev.)	82.00
	A1-002605 (Elev.)	135.00
	B1-001783 (Bldg.)	79.00
	B1-002182 (Bldg.)	47.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-002406 (Bldg.)	\$ 63.00
	B1-002453 (Bldg.)	79.00
	B1-002457 (Bldg.)	127.00
	B1-002482 (Bldg.)	47.00
	B1-002499 (Bldg.)	63.00
	B1-002584 (Bldg.)	79.00
	B1-002694 (Bldg.)	207.00
	B1-002732 (Bldg.)	47.00
	B1-002744 (Bldg.)	47.00
	B1-002790 (Bldg.)	79.00
	B1-002791 (Bldg.)	95.00
	B1-002866 (Bldg.)	47.00
	B1-002877 (Bldg.)	63.00
	B1-002890 (Bldg.)	47.00

6/27/90

REPORTS OF COMMITTEES

17197

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-002972 (Bldg.)	\$ 63.00
	C2-000419 (Refrig.)	32.00
	C2-000806 (Refrig.)	118.00
	D7-000054 (Sign)	150.00
	P1-001833 (Fuel Burn. Equip.)	78.00
	P1-002102 (Fuel Burn. Equip.)	78.00
William Scholl College of Podiatric Medicine 1001 North Dearborn Street	F4-002483 (Mech. Vent.)	339.00

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, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 17199
through 17203 of this Journal.]

(Continued on page 17204)

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/27/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
FALASZ	POLICE OFFICER	BOMB AND ARSON SECTION	1/03/90	350.50
FERNANDEZ	POLICE OFFICER	TENTH DISTRICT	1/13/89	92.80
FOLEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/31/89	20.00
FORTUNA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/02/90	1889.00
FRANCO	POLICE OFFICER	SECOND DISTRICT	1/06/90	1363.00
FRANK	POLICE OFFICER	FIFTH DISTRICT	12/03/88	125.00
FRANZEN	POLICE OFFICER	TENTH DISTRICT	9/24/89	360.00
FREDERICK	POLICE OFFICER	FIRST DISTRICT	12/22/89	1522.75
FRIEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/09/90	457.85
GAITER	POLICE OFFICER	THIRTEENTH DISTRICT	2/17/90	513.00
GARZA	POLICE OFFICER	FOURTH DISTRICT	1/10/90	60.00
GATLIFF	POLICE OFFICER	FIRST DISTRICT	1/10/90	37.00
GENOVESE	POLICE OFFICER	FIFTH DISTRICT	3/09/90	187.50
GERRARD	POLICE OFFICER	CHARE LAW ENFORCEMENT	2/23/90	344.00
GILLERAN	POLICE OFFICER	NINTH DISTRICT	3/12/89	18.00
GOLDEN	POLICE OFFICER	NINTH DISTRICT	2/19/90	211.90
GONZALEZ	POLICE OFFICER	NINTH DISTRICT	2/14/90	377.00
GONZALEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/19/90	205.10
GORSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	2/24/90	96.00
GRASZER	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/90	160.50
GREGG JR	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/89	49.00
GRIFFIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/19/89	579.00
GUIFFRA	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	719.00
GUTIERREZ JR	POLICE OFFICER	TENTH DISTRICT	11/06/89	499.00
HANLEY	POLICE OFFICER	SEVENTH DISTRICT	1/31/90	50.00
HARRIS	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85	105.00
HAVLICEK	POLICE OFFICER	SIXTH DISTRICT	7/31/89	19738.75
HENDERSON	POLICE OFFICER	FIRST DISTRICT	12/08/89	245.00
HENRANDEZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/20/89	35.00
HOSBY	POLICE OFFICER	TWENTIETH DISTRICT	1/15/90	320.00
IMPASTATO	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	1/12/90	770.00
IPPOLITO	POLICE OFFICER	TWENTIETH DISTRICT	1/22/89	20.00
JARWISZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/02/90	299.00
JEDLOWSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/16/90	150.00
JOHNSON	POLICE OFFICER	SECOND DISTRICT	11/28/89	403.00
JONES	POLICE OFFICER	SEVENTH DISTRICT	9/12/89	41.00
KAMINSKI	POLICE OFFICER	FIRST DISTRICT	6/18/89	35.00
KANDL	POLICE OFFICER	TWENTIETH DISTRICT	10/05/88	60.00
KAWASKI	POLICE OFFICER	ELEVENTH DISTRICT	2/09/90	297.75
KEARNEY	POLICE OFFICER	THIRTEENTH DISTRICT	2/12/90	100.50
KISS	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/19/90	90.00
KORONKIEWICZ	POLICE OFFICER	TWELFTH DISTRICT	6/14/89	420.00
KOWATT	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	1/05/90	50.00
KOZOLA	POLICE OFFICER	EIGHTEENTH DISTRICT	2/22/90	1075.00
KRISHACK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/07/90	320.00
KUKIELKA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/23/90	215.75
KURPIEL	POLICE OFFICER	FIFTEENTH DISTRICT	8/10/84	30.00
			10/24/89	50.00
			2/24/90	299.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/27/90
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LADENDORF	POLICE OFFICER	FIFTEENTH DISTRICT	2/03/90	282.00
LAPORTE	POLICE OFFICER	ELEVENTH DISTRICT	11/09/88	118.00
LEAHY	POLICE OFFICER	TWELFTH DISTRICT	2/19/90	239.00
LEMMER	POLICE OFFICER	NINTH DISTRICT	2/22/90	193.00
LIONHOOD	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	5/18/88	35.00
LOTITO	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	2/01/90	240.00
MAIELLARO	POLICE OFFICER	TWENTIETH DISTRICT	10/30/89	51.00
MARSH	POLICE OFFICER	TRAINING DIVISION	2/20/90	968.00
MASUDA	POLICE OFFICER	SEVENTEENTH DISTRICT	1/21/90	114.00
MAXWELL	POLICE OFFICER	FOURTEENTH DISTRICT	2/16/90	305.50
MAYO	POLICE OFFICER	SIXTH DISTRICT	9/03/89	75.00
MCCANN	POLICE OFFICER	SIXTH DISTRICT	1/31/90	50.00
MCCASTER	POLICE OFFICER	ELEVENTH DISTRICT	2/18/90	557.00
MCCULLOUGH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/06/90	358.80
MCKNIGHT	POLICE OFFICER	SECOND DISTRICT	2/25/90	416.50
MCMANAMON	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	95.00
MCNEAL	POLICE OFFICER	SECOND DISTRICT	2/25/90	473.25
MEEHAN	POLICE OFFICER	FIFTEENTH DISTRICT	5/14/89	363.00
MERCADO	POLICE OFFICER	THIRTEENTH DISTRICT	7/04/89	90.74
MISTINA	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	9/21/89	164.00
MONEGAIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/21/90	359.05
MONESTERO	POLICE OFFICER	TWELFTH DISTRICT	1/30/86	70.00
MONTALVO	POLICE OFFICER	FOURTEENTH DISTRICT	2/16/90	670.00
MURPHY	POLICE OFFICER	FOURTEENTH DISTRICT	10/31/89	75.00
NAPOLITANO	POLICE OFFICER	FOURTEENTH DISTRICT	1/24/90	558.00
NASH	POLICE OFFICER	CENTRAL DETENTION SECTION	1/11/90	3079.15
NEALIS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/16/88	44.00
NOWAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	55.00
ORARTUCH	POLICE OFFICER	SEVENTEENTH DISTRICT	5/09/88	110.00
OHSE	POLICE OFFICER	TENTH DISTRICT	10/20/89	1340.00
OSTEEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/08/90	148.00
PACELLI	POLICE OFFICER	FIRST DISTRICT	8/09/89	15.00
PALKA	POLICE OFFICER	RECRUIT TRAINING	2/16/90	110.00
PARKS	POLICE OFFICER	FIFTEENTH DISTRICT	1/23/90	58.00
PECK	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/22/90	187.00
PECK	POLICE OFFICER	NINTH DISTRICT	2/23/88	522.00
PEDONE	POLICE OFFICER	TENTH DISTRICT	6/14/87	95.00
PENA	POLICE OFFICER	TENTH DISTRICT	2/28/90	729.50
PINKULA	POLICE OFFICER	SEVENTH DISTRICT	1/31/90	1168.00
FRANJEC	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/17/84	190.00
FURTELL	POLICE OFFICER	FOURTH DISTRICT	12/04/89	50.00
FYLMAN	POLICE OFFICER	YOUTH DIVISION AREA THREE	11/14/89	875.50
QUARLES	POLICE OFFICER	THIRD DISTRICT	2/17/90	1865.00
RAK	POLICE OFFICER	TENTH DISTRICT	2/03/90	559.50
RAMIREZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/23/89	251.00
RANDS	POLICE OFFICER	TENTH DISTRICT	2/08/90	600.00
RESTIVO	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/87	915.00
RICE	POLICE OFFICER	SEVENTEENTH DISTRICT	2/02/90	1251.50
RIVERA	POLICE OFFICER	FOURTEENTH DISTRICT	4/24/89	96.50

6/27/90

REPORTS OF COMMITTEES

17201

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/27/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/88	3750.00
RUNYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	140.00
SAENZ	POLICE OFFICER	THIRTEENTH DISTRICT	5/07/89	284.00
SALUSTRO	POLICE OFFICER	YOUTH DIVISION AREA FOUR	11/29/89	3217.20
SCALLON	POLICE OFFICER	FIRST DISTRICT	2/23/90	812.50
SCHNELL	POLICE OFFICER	TENTH DISTRICT	2/17/90	184.00
STARKE	POLICE OFFICER	AUTO THEFT SECTION	1/27/90	40.00
STEVENS	POLICE OFFICER	SEVENTEENTH DISTRICT	10/08/89	35.00
THOMAS	POLICE OFFICER	CHARGE LAW ENFORCEMENT	2/18/90	655.59
TOMASZEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	120.00
TOUSSAS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	8/02/88	405.00
TRACY	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	2/26/90	201.00
TRAFICANTI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/12/90	195.00
TREMAINE	POLICE OFFICER	TRAINING DIVISION	3/10/90	431.15
TRIPP	POLICE OFFICER	THIRD DISTRICT	2/20/90	734.50
VALENTIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/19/90	1025.00
VINSON	POLICE OFFICER	FIFTH DISTRICT	11/12/89	50.00
WAGNER	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/30/89	9033.94
WALLINGTON	POLICE OFFICER	SIXTH DISTRICT	2/21/90	523.30
WENDT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/25/90	429.95
WHITESIDE	POLICE OFFICER	TWELFTH DISTRICT	10/27/89	85.00
WICKRAMASEKERA	POLICE OFFICER	NINTH DISTRICT	2/08/90	7893.25
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	1/22/90	535.00
WILSON	POLICE OFFICER	TWENTIETH DISTRICT	2/12/90	612.00
WISCH	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89	305.00
WOMACK	POLICE OFFICER	SECOND DISTRICT	2/07/90	50.00
WOODEN	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	1/10/90	50.00
WORTH	POLICE OFFICER	TWELFTH DISTRICT	7/11/87	110.00
WRONSKI	POLICE OFFICER	TWELFTH DISTRICT	11/20/89	113.00
ZOTTO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/06/90	478.00
ABBOTT-MURRAY	PARAMEDIC	DISTRICT RELIEF 3	7/05/89	9513.59
ANDLOWSKI	LIEUTENANT	DISTRICT RELIEF 2	8/21/89	850.00
BELLAIR	CAPTAIN	ENGINE COMPANY 47	2/08/85	930.00
BERNACIAK	FIREFIGHTER	TRUCK 5	12/23/89	425.00
BERTAGNA	FIREFIGHTER	TRUCK 55	1/09/90	923.99
BURREL	FIREFIGHTER	ENGINE COMPANY 102	2/19/90	210.38
BYBEE	LIEUTENANT	DISTRICT 5 HDQ	2/24/90	311.50
CARSON	FIREFIGHTER	TRUCK 19	10/19/89	2515.00
CARUSO	PARAMEDIC	AMBULANCE 42	9/23/86	131.00
CENTRACCHIO	FIREFIGHTER	SQUAD 5	12/24/89	524.00
CHIMINO	FIREFIGHTER	DISTRICT RELIEF 1	2/03/90	398.00
CLARK	POLICE OFFICER	UNKNOWN	10/09/89	301.00
COZZI	FIREFIGHTER	TRUCK 5	11/20/89	3874.60
DEHLER	FIREFIGHTER	ENGINE COMPANY 7	3/09/90	2339.30
DOUGLAS	FIREFIGHTER	ENGINE COMPANY 78	1/18/90	615.00
DUNCAN	PARAMEDIC	AMBULANCE 4	12/06/88	982.25
FITZGERALD	CAPTAIN	ENGINE COMPANY 127	1/26/90	1764.50
FOLEY JR	FIREFIGHTER	DISTRICT 5 HDQ	11/20/89	278.00
FOSTER	FIREFIGHTER	ENGINE COMPANY 113	2/23/90	301.80

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/27/90
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FRAIN	FIREFIGHTER	ENGINE COMPANY 15	4/28/88	35.00
GASKA	FIREFIGHTER	ENGINE COMPANY 50	1/31/89	617.80
GENOVA	PARAMEDIC	UNKNOWN	12/22/89	180.00
GODSTED	FIREFIGHTER	ENGINE COMPANY 80	4/03/89	1885.00
GRABER	LIEUTENANT	TRUCK 10	2/15/90	638.70
GREEN	FIREFIGHTER	TRUCK 32	1/14/90	523.00
HANKS	PARAMEDIC	AMBULANCE 15	9/21/89	78.00
HAUSER	FIREFIGHTER	TRUCK 31	5/04/84	47.25
HEIM	LIEUTENANT	ENGINE COMPANY 95	1/29/90	406.00
IRATA	FIREFIGHTER	TRUCK 33	12/23/89	344.15
IMPARATO	FIREFIGHTER	TRUCK 8	1/02/90	320.80
JEDRZEJAK	FIREFIGHTER	TRUCK 45	1/16/90	539.49
JOYCE	CAPTAIN	ENGINE COMPANY 67	1/11/89	1205.50
KAY	PARAMEDIC	AMBULANCE 37	1/08/90	240.00
KUNGIS	CAPTAIN	TRUCK 37	12/05/87	496.00
LANE	PARAMEDIC	AMBULANCE 9	1/30/90	489.00
LEONARD	FIREFIGHTER	TRUCK 20	10/07/86	36.00
LOGAN	FIREFIGHTER	TRUCK 20	1/11/90	70.00
MANSOUR	PARAMEDIC	AMBULANCE 23	2/28/90	746.50
MASLOWSKI	FIREFIGHTER	ENGINE COMPANY 116	1/18/90	148.00
MCBRIDGE	LIEUTENANT	TRUCK 52	1/08/90	251.50
MCCULLOUGH	LIEUTENANT	UNKNOWN	7/26/89	1793.64
MCGUINNESS	FIREFIGHTER	TRUCK 33	7/03/87	120.00
MCKAY	PARAMEDIC	AMBULANCE 23	2/19/90	527.95
MCMAHON	FIREFIGHTER	AMBULANCE 36	4/17/87	157.50
MICHI	FIREFIGHTER	TRUCK 40	11/18/89	680.00
MORRIS	FIREFIGHTER	TRUCK 36	2/19/90	370.00
MUBNAI	FIREFIGHTER	TRUCK 11	3/24/89	9144.00
OLEARY	FIREFIGHTER	BATTALION 11	3/11/90	825.00
OLSEN	FIREFIGHTER	TRUCK 44	1/02/90	15473.18
OMALLEY	POLICE OFFICER	AMBULANCE 20	9/28/88	83.00
PIWINSKI	FIREFIGHTER	AMBULANCE 31	2/07/90	553.00
FLUTA	PARAMEDIC	SQUAD 2	9/04/89	2304.04
FONTECORE	FIREFIGHTER	AMBULANCE 35	7/26/89	37.00
RADDATZ	LIEUTENANT	TRUCK 51	1/14/90	459.00
RAGAZINSKAS	FIREFIGHTER	TRUCK 2	1/06/90	196.00
RAMIREZ	FIREFIGHTER	ENGINE COMPANY 23	3/22/90	711.00
REARION	FIREFIGHTER	UNKNOWN	1/20/90	4709.00
RICKARD	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	9736.20
RILEY	FIREFIGHTER	TRUCK 34	2/02/90	270.10
SIECK	FIREFIGHTER	TRUCK 28	3/05/90	1669.13
SLOVICH	LIEUTENANT	TRUCK 36	11/28/89	2800.00
SMITH	FIREFIGHTER	TRUCK 20	6/09/89	483.00
SPANGELO	BATTALION 17	AMBULANCE 17	12/30/89	922.00
STARR	FIREFIGHTER	ENGINE COMPANY 93	1/29/90	291.20
STEWART	FIREFIGHTER	ENGINE COMPANY 47	12/02/89	3772.00
TRAGOS	POLICE OFFICER	AMBULANCE 8	1/19/90	1920.60
	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	6767.66
	LIEUTENANT	FIRE PREVENTION	11/06/89	561.68

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/27/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
TRICOCI	FIRE FIGHTER	UNKNOWN	1/20/90	373.75
WALKER	FIRE FIGHTER	UNKNOWN	9/15/89	220.00
WALLACE	PARAMEDIC	AMBULANCE 14	5/10/88	120.00
WARD	PARAMEDIC	AMBULANCE 20	1/02/89	744.80
WARRICK-FRIUSS	POLICE OFFICER	AMBULANCE 14	11/11/88	73.40
WILFERT	PARAMEDIC	UNKNOWN	12/23/89	612.00
ZUBEK	FIRE FIGHTER	TRUCK 41	1/18/82	75.00

(Continued from page 17198)

; 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 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 17205
through 17207 of this Journal.]

*Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.*

The Committee on Finance submitted a report recommending that the City Council place on file two applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

Veterans Poppy Day Association of Chicago
May 23 and 24, 1991 -- citywide; and

Misericordia Home
April 19 and 20, 1991 -- citywide.

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

6/27/90

REPORTS OF COMMITTEES

17205

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/27/90

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANTERSON JAMES	POLICE OFFICER	NINTH DISTRICT	10/12/89	69.00
BAIOUCHI RENO	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/90	75.50
BATEY CHESTER M	POLICE OFFICER	THIRD DISTRICT	12/20/89	405.00
BORSKI ANTHONY E	POLICE OFFICER	EIGHTH DISTRICT	2/16/90	1472.78
BROWNE JAMES D	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	6/04/88	55.00
BULGER JOHN	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/19/89	55.00
CAGE HOSEA	POLICE OFFICER	TENTH DISTRICT	2/02/86	1500.00
CAMPBELL WAYNE C	POLICE OFFICER	FIFTH DISTRICT	2/08/82	301.00
CAPPARELLI TIMOTHY	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/90	581.50
CASTANEDA MARIA	POLICE OFFICER	NINETEENTH DISTRICT	6/12/89	75.00
CASTRO ROBELIO	POLICE OFFICER	FOURTEENTH DISTRICT	2/24/90	1337.20
CLARKE PATRICIA S	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/06/90	705.50
CONKUS CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	1130.00
CONLEY MICHAEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/16/90	275.20
CROWLEY JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	4290.00
DALESANDRO JOHN P	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/27/90	1628.70
DEOPERE DONALD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/14/90	1023.50
DOUGLAS DOUGLAS	POLICE OFFICER	RECRUIT TRAINING	1/18/90	65.00
DOWLING MARTIN W	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	875.00
DRAPIEWSKI JOHN P	POLICE OFFICER	EIGHTH DISTRICT	2/15/90	899.10
EAKER WILLIAM R	POLICE OFFICER	FOURTH DISTRICT	12/09/89	11664.75
EGAN ELLEN M	POLICE OFFICER	NINETEENTH DISTRICT	12/02/89	257.00
ELLMAN ROBERT	POLICE OFFICER	FOURTH DISTRICT	7/30/89	55.00
ENGELS DANIEL C	POLICE OFFICER	FIFTEENTH DISTRICT	2/08/90	1116.70
FRANKLIN KATHRYN	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/90	1007.00
GALLEDOS AREL A	POLICE OFFICER	TENTH DISTRICT	5/31/89	50.00
GEYER GEORGE	POLICE OFFICER	YOUTH DIVISION AREA SIX	5/04/88	100.00
HAMPSTON THOMAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/18/90	1546.50
HAUPT FRED A	POLICE OFFICER	TWELFTH DISTRICT	12/15/89	215.00
HLADCZUK NED	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/07/90	490.00
HOFFMAN DANIEL I	POLICE OFFICER	TENTH DISTRICT	2/17/90	50.00
HOLZINGER NORBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/89	270.00
HUGH STEVEN L	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/90	987.00
HUGHES THOMAS C	POLICE OFFICER	FIFTH DISTRICT	12/19/89	50.00
IVERY LEONARDO	POLICE OFFICER	FOURTEENTH DISTRICT	2/23/90	412.24
JOHNSON JEFFREY S	POLICE OFFICER	FOURTH DISTRICT	2/18/90	100.00
KANE KIMBERLY	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/06/90	485.00
KLEIN MYLES	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/88	100.00
KLINER HELEN	POLICE OFFICER	THIRD DISTRICT	7/17/89	24.50
KNEZEVIC DANIEL J	POLICE OFFICER	FOURTH DISTRICT	6/15/89	95.00
KONDAL JOSEPH	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	2/19/90	483.40
KRISS JOSEPH W	POLICE OFFICER	EIGHTH DISTRICT	2/15/90	899.60
KUMMER ROY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/05/89	56.00
LANNERS LAURENCE	POLICE OFFICER	UNKNOWN	12/03/89	13752.34
LAPPE MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	12/13/89	512.00
LARCHER PETER J	POLICE OFFICER	FIRST DISTRICT	12/14/88	25.00
LIVA WILLIAM	POLICE OFFICER	SEVENTH DISTRICT	3/09/90	1650.00
LOIACONO RICHARD E	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/89	82.24
MATLOCK ROBERT J	POLICE OFFICER	SEVENTH DISTRICT	2/25/90	289.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/27/90

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
ROBERT J	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/21/89	1225.00
SANTOS	POLICE OFFICER	YOUTH DIVISION AREA FOUR	1/18/90	50.00
ROSE	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	1/11/90	48.00
SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	2718.75
ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	1/17/90	37.00
KEN	POLICE OFFICER	FOURTH DISTRICT	12/10/89	1399.44
JOSEPH M	POLICE OFFICER	TWELFTH DISTRICT	4/07/90	350.00
EUTIMIO C	POLICE OFFICER	RECRUIT TRAINING	7/21/89	45.00
JAMES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/16/90	279.20
ALBERT J	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	9/23/89	35.00
JOHN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82	27.79
PHILLIP	POLICE OFFICER	SEVENTEENTH DISTRICT	8/10/87	360.00
RALPH A	POLICE OFFICER	SEVENTEENTH DISTRICT	1/26/90	47.00
MARY L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/07/89	18.25
EDWARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/14/90	1379.00
SEAN M	POLICE OFFICER	EIGHTEENTH DISTRICT	12/16/88	118.00
THOMAS E	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/07/88	158.00
EDWARD	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	2/08/90	320.00
FAMELA	POLICE OFFICER	SIXTH DISTRICT	2/18/89	3417.00
WILLIE	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	2/19/90	697.40
JOHN	PARAMEDIC	UNKNOWN	2/14/90	8.25
JOSEPH	FIREFIGHTER	AMBULANCE 11	7/18/88	553.50
ALFREDO	FIREFIGHTER	ENGINE COMPANY 76	5/26/87	226.00
MARTIN	FIREFIGHTER	ENGINE COMPANY 129	9/04/89	21824.43

6/27/90

REPORTS OF COMMITTEES

17207

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 6/27/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ANDERSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/08/90	518.00
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/89	35.00
ANDREWS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/22/90	190.50
BAIO	POLICE OFFICER	ELEVENTH DISTRICT	2/03/90	397.00
BAJENSKI	POLICE OFFICER	VICE CONTROL SECTION	1/22/90	450.00
BAJMAN	POLICE OFFICER	NINETEENTH DISTRICT	2/13/90	258.00
BIGGANE	POLICE OFFICER	SEVENTH DISTRICT	2/27/90	5200.00
BOKOWSKI	POLICE OFFICER	EIGHTH DISTRICT	11/22/89	4266.25
BONNER	POLICE OFFICER	SEVENTH DISTRICT	2/24/90	407.00
BORKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/27/88	165.00
BOYD	POLICE OFFICER	TWENTIETH DISTRICT	10/16/89	85.00
BRENNAN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/07/90	93.05
BRIMER	POLICE OFFICER	TWENTIETH DISTRICT	2/22/90	750.00
BUCKLES	POLICE OFFICER	SECOND DISTRICT	2/13/90	630.00
BURKART	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/18/90	4081.50
BYNUM	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/03/90	284.00
CALDERON	POLICE OFFICER	TENTH DISTRICT	2/06/90	1468.50
CAREY	POLICE OFFICER	TWENTIETH DISTRICT	2/17/90	510.00
CASE	POLICE OFFICER	SEVENTH DISTRICT	2/05/90	473.00
CASEY	POLICE OFFICER	EIGHTH DISTRICT	2/23/90	319.90
CEJA	POLICE OFFICER	NINTH DISTRICT	6/24/89	179.00
CLIFFORD	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/90	418.80
CLIMACK JR	POLICE OFFICER	FOURTH DISTRICT	1/10/90	142.00
COLLINS	POLICE OFFICER	TRAINING DIVISION	2/15/90	1190.90
COLLINS	POLICE OFFICER	EIGHTEENTH DISTRICT	1/01/90	456.50
CONKLIN	POLICE OFFICER	FIFTEENTH DISTRICT	3/19/87	38.00
COREY	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	3/02/90	357.00
CORTES	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/21/89	150.00
COSENTINO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/23/90	824.00
COSTELLO	POLICE OFFICER	FIFTH DISTRICT	1/08/90	394.50
COZZO	POLICE OFFICER	SEVENTEENTH DISTRICT	12/15/89	961.00
CROSMELL	POLICE OFFICER	ELEVENTH DISTRICT	1/09/90	100.00
DALY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/30/90	273.47
DANIELS	POLICE OFFICER	EIGHTH DISTRICT	9/30/89	95.00
DANIELS	POLICE OFFICER	FOURTH DISTRICT	1/24/90	1095.60
DEAVILA	POLICE OFFICER	TENTH DISTRICT	10/30/89	751.00
DEROSA	POLICE OFFICER	EIGHTEENTH DISTRICT	2/24/90	48.50
DIDOMENICO	POLICE OFFICER	FOURTH DISTRICT	10/02/84	400.00
DIDRIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/15/88	14.00
DOMAGALA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	1045.00
DOTSON	POLICE OFFICER	FIFTH DISTRICT	2/28/89	351.93
DOWD	POLICE OFFICER	EIGHTH DISTRICT	2/01/90	526.60
DRIVER	POLICE OFFICER	SECOND DISTRICT	1/08/90	703.00
EGAN	POLICE OFFICER	TENTH DISTRICT	2/15/90	1961.00
EGGERS	POLICE OFFICER	SIXTEENTH DISTRICT	7/16/89	58.00
EIERMAN	POLICE OFFICER	FOURTH DISTRICT	1/01/90	734.00
ELLIOTT	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	2/25/90	125.00
ENTRESS	POLICE OFFICER	NINTH DISTRICT	2/08/90	201.50
ERKLIN	POLICE OFFICER	EIGHTH DISTRICT	9/29/89	470.00

COMMITTEE ON AVIATION.

**EXECUTION OF GRANT OF EASEMENT AGREEMENT WITH
PEOPLES GAS LIGHT AND COKE COMPANY TO
ALLOW CONSTRUCTION OF UTILITY
LINE AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, June 14, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance (June 7, 1990) from the Department of Economic Development to execute on behalf of the City of Chicago, the Grant of Easement Agreement between the City and Peoples Gas Light and Coke Company, in part for the construction of a utility line to service the Chicago Reservations Center to be operated by United Airlines, Incorporated at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago-O'Hare International Airport ("Airport") in Chicago, Illinois, and possesses the power and authority to enter into easement agreements with respect thereto; and

WHEREAS, The City and Peoples Gas Light and Coke Company, an Illinois corporation, shall enter into that certain grant of easement agreement ("Agreement") providing in part for the construction of a utility line by Peoples Gas to service the Chicago Reservations Center to be operated by United Airlines, Incorporated, at the Airport; and

WHEREAS, The City deems it in the public interest and beneficial to itself and to its operation of the Airport to execute the Agreement; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute, on behalf of the City of Chicago, the Grant of Easement Agreement between the City and Peoples Gas Light and Coke Company, an Illinois corporation, affecting certain premises located at Chicago-O'Hare International Airport, substantially in the form attached hereto as Exhibit A.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A"

Grant Of Easement Agreement.

This Grant of Easement Agreement ("Agreement") made this ___ day of _____, 1990 between the City of Chicago, an Illinois municipal corporation ("Grantor") and Peoples Gas Light and Coke Company, an Illinois corporation ("Grantee").

Recitals.

Whereas, Grantor owns that certain real property located within its corporate limits ("Property") and legally described on (Sub)Exhibit A attached hereto; and

Whereas, The Property is located at Chicago-O'Hare International Airport ("Airport"); and

Whereas, Grantor seeks to grant a nonexclusive easement to Grantee for the purposes of allowing Grantee to construct a utility line servicing the Reservations Center to be operated at the Airport by United Airlines, Incorporated;

Now, Therefore, In consideration of the foregoing and the mutual agreements herein contained, Grantor and Grantee hereby agree as follows:

1. Incorporation of Recitals. The recitations set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Grant. Grantor hereby grants to Grantee, its successors and assigns, a nonexclusive perpetual easement to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size or abandon in place all or any part of a gas main or service pipe and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations in, over, through, under, along and across the Property.

3. Cost. Grantee shall be solely responsible for all expenses associated with the construction of said gas main or service pipe and other devices as described in paragraph two above, including, without limitation, any soil or environmental tests to be conducted on the Property.

4. Permits. Grantee shall secure in its own name and at its sole cost all necessary permits and authorizations with regard to any construction or testing (as described in paragraphs two and three above) occurring on the Property. Additionally, Grantee shall receive the express written permission of the Department of Aviation and the Department of Public Works prior to the commencement of any construction or repair or replacement work undertaken by Grantee at the Property. Grantee shall comply at all times with any and all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the construction or testing undertaken by Grantee on the Property.

5. Indemnification. Grantee agrees that it shall, at all times and at its sole expense, indemnify, hold harmless from and defend Grantor, its officers, agents, agencies, departments and employees against any and all claims, suits, costs (including reasonable attorney's fees) and damages for injury to persons or property arising out of or in connection with the above use or misuse of the Property.

6. Use of Adjacent Property. Grantee shall have the right to use, subject to the receipt of written permission from the Department of Aviation and the Department of Public Works of the City of Chicago, any vacant land adjoining or adjacent to the Property when reasonably required by Grantee in the laying, construction, reconstruction, repair, renewal, replacement, operation, maintenance, inspection, alteration, removal, changing the size of or abandoning in place all or any part of said gas main or service pipe and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary for such operations in, over, through, under, along and across the

Property; provided, however, that the use of said vacant and adjoining land by Grantee shall be in the least intrusive manner and for the shortest time period possible.

7. Inspection. Grantee agrees to carefully inspect the Property and the area adjacent to the Property prior to the commencement of any construction or testing to ensure that such construction or testing shall in no way damage surrounding property, structures, utility lines or any other subsurface lines or cables. Grantor shall have the right to inspect the Property throughout the duration of the Agreement.

8. Restoration. Grantee shall restore any part of the surface of the Property which is damaged by the construction, installation, operation, maintenance, repair, renewal, removal, or changing the size of said gas main, service pipe and related facilities, to the condition of the Property immediately prior to the occurrence of such damage.

9. Encumbrances. Grantee shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials furnished or obligations incurred by or for Grantee.

10. Assignability. Grantee, upon receipt of the express written approval of the Commissioner of the Department of Aviation, shall have the right to assign its rights and interest acquired pursuant to the terms of the Agreement.

11. Notice. Any notice required pursuant to the terms of the Agreement shall be delivered to the respective parties at the following addresses:

If To Grantor:

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

Commissioner
Department of Economic Development
24 East Congress Parkway
Chicago, Illinois 60605

Commissioner
Department of Public Works
320 North Clark Street
Chicago, Illinois 60611

If To Grantee:

Peoples Gas Light and Coke Company
122 South Michigan Avenue
Chicago, Illinois 60603

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices or other communications shall be sent.

12. **Headings.** The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

13. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. **Recordation.** Upon execution of the Agreement by the parties, Grantor shall have it recorded with the Office of the Recorder of Deeds of Cook County, Illinois.

15. **Successors and Assigns.** The terms of the Agreement shall be binding upon Grantor, Grantee, and their respective successors and assigns.

In Witness Whereof, Grantor and Grantee have executed the Agreement as of the date and year first above written.

City of Chicago,
an Illinois municipal corporation

By: _____
Richard M. Daley,
Mayor

Attest: _____
Walter S. Kozubowski,
City Clerk

Approved:

By: _____
Joseph J. James,
Commissioner,
Department of Economic Development

By: _____
Jay S. Franke,
Commissioner,
Department of Aviation

By: _____
David S. Williams,
Commissioner,
Department of Public Works

Peoples Gas Light and Coke Company,
an Illinois corporation

By: _____

Attest: _____

State of Illinois)
) SS.
County of Cook)

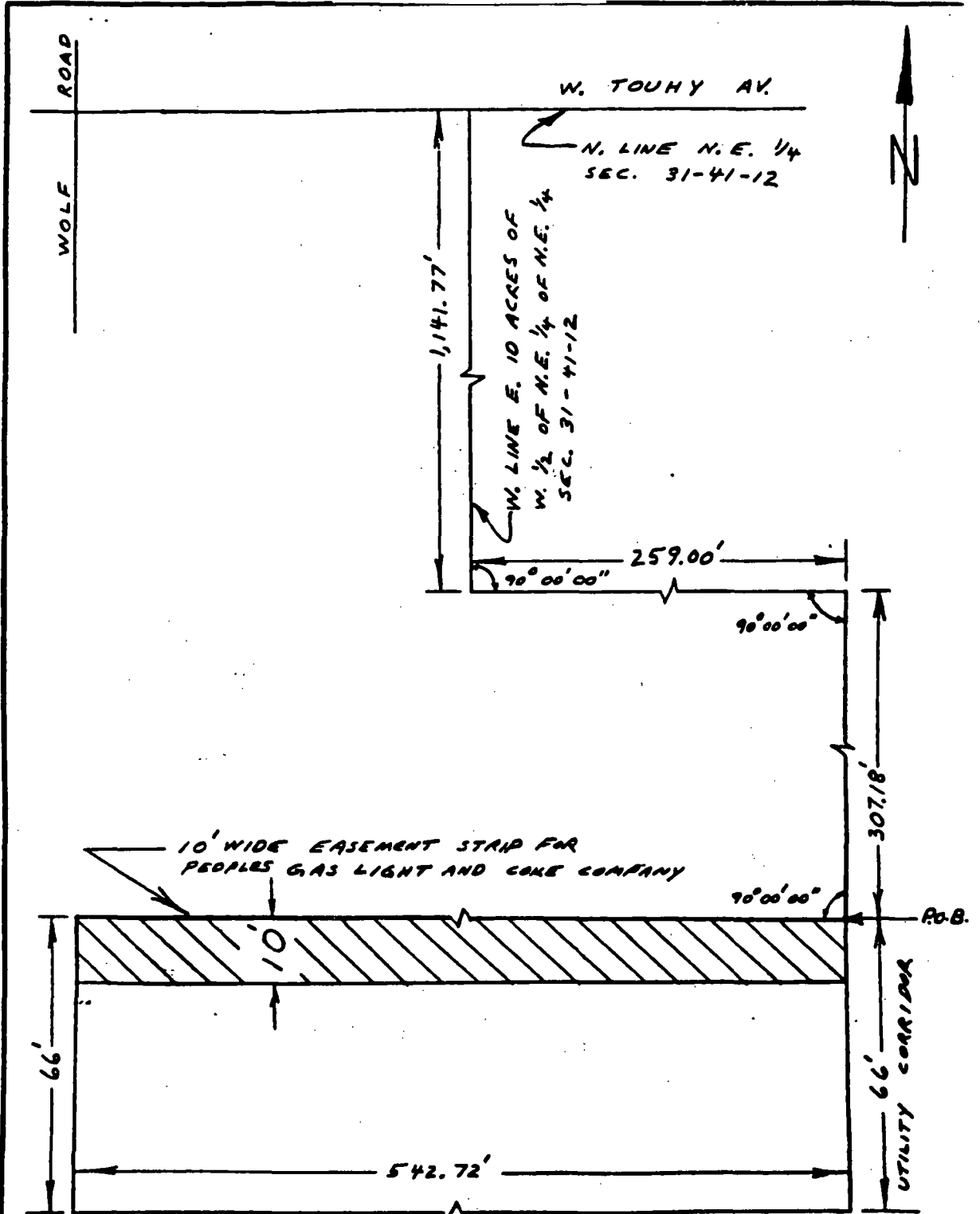
I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter S. Kozubowski, personally known to me to be the Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Clerk, he signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1990.

Notary Public

(Sub)Exhibit "A".
(Page 1 of 2).

BRUNING. 40-5020 500953



THE PEOPLES GAS LIGHT AND COKE COMPANY ENGINEERING DEPARTMENT CHICAGO, ILLINOIS		TITLE UTILITY CORRIDOR EASEMENT FOR NORTHERN O'MARE - WILLOW CREEK SITE CHICAGO O'MARE INTERNATIONAL AIRPORT	
DATE 4-23-90	DRAWN BY AED	CHECKED BY <i>M. Bent</i>	SCALE NTS
APPROVED BY	REVISED	WORK ORDER	DRAWING NO. 17215

**(Sub)Exhibit "A".
(Page 2 of 2).**

Legal Description.

The north 10 feet of a 66-foot wide utility corridor being located in that part of the east half of the northeast quarter of Section 31, Township 41 North, Range 12 East of the Third Principal Meridian described as follows:

commencing at the point of intersection of the north line of the north line of the aforesaid northeast quarter of Section 31 with the west line of the east 10.00 acres of the west half of the aforesaid northeast quarter of the northeast quarter of Section 31; thence south 0 degrees 05 minutes, 02 seconds east, along said west line of the east 10.00 acres, 1,141.77 feet; thence north 89 degrees, 54 minutes, 58 seconds east, along a line drawn perpendicular to the last described line, 259.00 feet; thence south 0 degrees, 05 minutes, 02 seconds east, along a line drawn perpendicular to the last described line 307.18 feet to the point of beginning of the tract herein described; thence south 89 degrees, 54 minutes, 58 seconds west a distance of 542.72 feet to the point of intersection with a line drawn 50.00 feet east of and parallel with the west line of the east half of the northeast quarter of said Section 31; thence south 0 degrees, 04 minutes, 23 seconds west along said parallel line, 66.00 feet; thence north 88 degrees, 54 minutes, 58 seconds east, a distance of 542.72 feet, thence north 0 degrees 05 minutes, 02 seconds west, a distance of 66.00 feet to the point of beginning, in Cook County, Illinois.

EXTENSION OF LICENSE AGREEMENT WITH UNITED STATES
AIR FORCE TO PROVIDE WATER SERVICE FOR
CERTAIN AREAS AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 14, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance (May 16, 1990) from the Department of Aviation to execute a five year extension of a license agreement with the United States Air Force, to allow connection to the Air Force's water main in order to provide water service to the freight forwarding and car rental access at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") was granted License No. DACA22-3-70-75 (the "License") for a term of five (5) years commencing on February 1, 1970 for the right to

connect to the existing Department of the Air Force 12-inch water line to serve the freight forwarding and car rental areas constructed on O'Hare International Airport, Illinois; and

WHEREAS, Amendment No. 1 dated March 11, 1975 extended the term five (5) years; and

WHEREAS, Amendment No. 2 dated October 27, 1980 extended the term five (5) years; and

WHEREAS, Amendment No. 3 dated December 12, 1986 extended the term five (5) years; and

WHEREAS, The facility is available and it is in the best interest of the City to execute an amendment extending the term of the license; now, therefore,

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

SECTION 1. 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 on behalf of the City, to execute an amendment extending the license, said amendment to be substantially in the form attached hereto and made a part hereof as Exhibit A.

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

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

Exhibit "A".

Department Of The Air Force

Amendment No. 4

License No. DACA22-3-70-75

Chicago O'Hare International Airport, Illinois.

Whereas, The City of Chicago was granted License No. DACA22-3-70-75 for a term of five (5) years commencing on 1 February, 1970, for the right to connect to the existing Department of the Air Force 12-inch water line to serve the freight forwarding and car rental areas constructed on O'Hare International Airport, Illinois; and

Whereas, Amendment No. 1 dated 11 March 1975 extended the term five (5) years; and

Whereas, Amendment No. 2 dated 27 October 1980 extended the term five (5) years; and

Whereas, Amendment No. 3 dated 12 December 1986 extended the term five (5) years; and

Whereas, The facility is available and it is in the best interest of the Government to grant the extended term.

Now, Therefore, In consideration of the premises, License No. DACA22-3-70-75 is hereby amended in the following particular, but in no others:

The term is extended for five (5) years commencing 1 February 1990 and ending 31 January 1995.

All other terms and conditions shall be and remain the same.

In Witness Whereof, I have hereunto set my hand by authority of the Secretary of the Air Force this _____ day of _____, 1990.

Wendell W. Wilkinson
Chief, Real Estate Division
Louisville District, Corps of
Engineers
Louisville, Kentucky

CITY OF CHICAGO

Mayor

Approved As To Form And Legality

Assistant Corporation Counsel

Approved:

Commissioner of Aviation

City Comptroller

EXECUTION OF AMENDED AND RESTATED AIRPORT USE
AGREEMENT AND TERMINAL FACILITIES LEASE
WITH AIR WISCONSIN AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 14, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance (May 1, 1990) from the Department of Aviation to authorize an Amended and Restated Airport Use Agreement and Terminal Facilities Lease at Chicago O'Hare International Airport between the City of Chicago and Air Wisconsin, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns and operates Chicago O'Hare International Airport ("Airport") and possesses the power and authority to grant leases with respect thereto; and

WHEREAS, Air Wisconsin, Incorporated ("Airline") desires to become a signatory to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 ("Use Agreement"); and

WHEREAS, City desires to have Airline become a signatory to the Use Agreement; now, therefore,

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

SECTION 1. That the Use Agreement attached hereto as Exhibit 1, between the City and the Airline is hereby authorized and approved.

SECTION 2. 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 hereby authorized to execute the Use Agreement in substantially the form attached hereto as Exhibit 1.

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

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

*Amended And Restated Airport Use Agreement And
Terminal Facilities Lease.*

This Agreement, dated as of January 1, 1985, 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 Air Wisconsin, Incorporated, a corporation organized and existing under the laws of the State of Wisconsin ("Airline").

Witnesseth:

Whereas, City owns and operates the Airport (as hereinafter defined) and has the power to grant rights and privileges with respect thereto; and

Whereas, City and each of American Airlines, Inc., Delta Air Lines, Inc., Northwest Orient Airlines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., and USAir, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983, as amended by Amendment No. 1 dated April 1, 1983 and Amendment No. 2 dated June 1, 1983 thereto, and City and Ozark Air Lines, Inc. have executed an Airport Use

Agreement and Terminal Facilities Lease dated May 12, 1983, as amended by Amendment No. 1 dated May 12, 1983 and Amendment No. 2 dated June 1, 1983 thereto (collectively, the "1983 Airport Use Agreement"); and

Whereas, City and the Airline Parties (as hereinafter defined) enumerated above find it necessary and advisable to further amend and restate the 1983 Airport Use Agreement in the form of this Amended and Restated Airport Use Agreement and Terminal Facilities Lease; and

Whereas, City and Airline have agreed upon the Airport Development Plan (as hereinafter defined) and desire to set forth their agreement regarding the financing and construction of the facilities and improvements included in the Airport Development Plan and their respective rights and obligations regarding the use and operation of the Airport;

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:

(1) "Additional Footage" means, at any time, for each Airline Party, that number of square feet of premises equal to the number of square feet of such Airline Party's Exclusive Use Premises at such time minus the number of square feet of such Airline Party's Existing Footage at such time. Except as otherwise expressly provided in Sections 5.05 and 9.11, all references to an Airline Party's "Additional Footage", "Existing Footage" or "Exclusive Use Premises" shall be references to premises with respect to which such Airline Party's Date of Beneficial Occupancy has occurred.

(2) "Agreement" means this Amended and Restated Airport Use Agreement and Terminal Facilities Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "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.

(4) "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.

(5) "Aircraft Parking Areas" means that part of the Airport defined as such in the definition of "Airfield Area".

(6) "Airfield Area" means the land identified as Airfield Area on Exhibit D attached hereto, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the following:

- (a) "Aircraft Parking Areas" -- those areas adjacent to the Terminal Structures, the International Terminal Structures, and the general aviation building designated for the exclusive and nonexclusive parking, loading and unloading of aircraft;
- (b) "Runways" -- runways at the Airport for the landing and taking-off of aircraft;
- (c) "Taxiways" -- taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas and other portions of the Airport; and
- (d) "Facilities incidental to the Runways, Aircraft Parking Areas, and Taxiways" -- facilities for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the F.A.A., signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

At such time as the portion of the Airfield Area designated for use in the future as an international terminal facility is used for such purpose, such portion shall be included in the International Terminal Area and excluded from the Airfield Area. Debt Service allocated to the Airfield Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Airfield Area on Exhibit D but which are nevertheless allocated to the Airfield Area in the Airport Development Plan.

(7) "Airline-Funded Cost" means, for each Capital Project described in the Airport Development Plan, the amount set forth opposite such Capital Project in the Airport Development Plan, as such amount may be adjusted pursuant to Article IX.

(8) "Airline Party" means, at any time, Airline and each other person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with City.

(9) "Airline's Aircraft Parking Area" means, at any time, the Aircraft Parking Areas designated in Section 4.04(a) hereof for Airline's exclusive use at such time.

(10) "Airlines' Representative" means the person so designated by a Majority-in-Interest by written notice to the Commissioner. Any such designation of the Airlines' Representative shall remain in effect until revoked or modified by a Majority-in-Interest by written notice to the Commissioner.

(11) "Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached hereto, 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.

(12) "Airport Development Fund" means the Airport Development Fund created under Section 7.10 and described in Article X.

(13) "Airport Development Plan" means the plan attached hereto as Exhibit B, showing certain Capital Projects to be constructed at the Airport, together with the Fueling System Capital Projects described on Exhibit H.

(14) "Airport Fees and Charges" means, for any Fiscal Year, all rentals, charges and fees payable by all Airline Parties for such Fiscal Year, after adjustment pursuant to the Final Audit for such Fiscal Year, (a) pursuant to an Airport Use Agreement, and, if appropriate, (b) pursuant to a Special Facility Financing Arrangement to the extent rentals, charges and fees paid pursuant thereto are for the purpose of paying Special Facility Revenue Bond and Other Debt Service.

(15) "Airport Fund" means the Airport Fund created under Section 7.10.

(16) "Airport Use Agreement" means (a) this Agreement, (b) 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 Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, and (c) 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 Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, 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.

(17) "Approved Maximum Landing Weight" means, for any aircraft operated by Airline, the maximum landing weight of such aircraft as set forth in Airline's F.A.A. approved operating manual.

(18) "Capital Expenditure" means an expenditure for the acquisition, construction or equipping of a Capital Project, together with related design, architectural and engineering fees and costs.

(19) "Capital Project" means a capital improvement at the Airport, or the acquisition of land beyond the then-current boundaries of the Airport for use as a part of the Airport.

(20) "Commissioner" means the Commissioner of the Department of Aviation of City, or any successor to the duties of such official.

(21) "Concession Revenues" means, for any Fiscal Year, rentals, charges and fees of any kind or nature payable to City during such Fiscal Year from tenants, licensees, permittees, or other operators at the Airport, for the right to use premises at the Airport to sell or lease merchandise, services or other intangibles, including, but not limited to, restaurants, bars, car rental agencies, newsstands, gift shops, specialty shops, advertising displays, insurance sales facilities, public telephones, facilities for the furnishing of ground transportation services, hotels and parking areas; provided, however, that Concession Revenues shall not include (a) any such rentals, charges or fees derived from the Land Support Area or the International Terminal Area, (b) Airport Fees and Charges, (c) terminal rentals or landing fees of non-Airline Parties, (d) fees and charges under fueling facility agreements, or (e) the proceeds of any tax levied at the Airport.

(22) "Construction Fund" means the Construction Fund created under Article IV of the General Airport Revenue Bond Ordinance.

(23) "Cost-Revenue Centers" (sometimes abbreviated as "C.R.C.s") means those areas of the Airport grouped together for the purposes of accounting for Revenues, O. & M. Expenses and Debt Service, and for calculating Airport Fees and Charges. The C.R.C.s named in this Agreement, taken together, comprise the entire Airport, and are the Terminal Area, the Airfield Area, the International Terminal Area, the Terminal Support Area, the Fueling System and the Land Support Area.

(24) "Date of Beneficial Occupancy" means, with respect to Airline's Exclusive Use Premises, the earlier of (a) the date on which such premises are certified by City to be usable by Airline for the conduct of its Air Transportation Business, pursuant to written notice given by City to Airline; provided, however, that (i) if the construction of such premises is to be completed after the Effective Date, such premises shall not be certified to be so usable until construction of such premises is substantially complete, and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, (ii) if such premises are already constructed and occupied by another person prior to occupancy by Airline, such premises shall not be certified to be so usable until vacated by such other person occupying such premises (including any Airline Party whose Phase I or Phase II Exclusive Use Premises include such premises) and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, and (iii) failure by Airline to complete tenant improvements in a timely manner shall not be the basis for City determining that such premises are not usable for an Air Transportation Business,

and (b) the date on which Airline first occupies such premises and conducts its Air Transportation Business therein pursuant to Section 4.03(b).

(25) "Debt Service" means, for any Fiscal Year, the aggregate of (a) General Airport Revenue Bond Debt Service payable for such Fiscal Year, (b) Special Facility Revenue Bond and Other Debt Service payable for such Fiscal Year, and (c) at any time when the General Airport Revenue Bond Ordinance is not in effect, principal payments, interest payments, fund deposit requirements (other than construction fund deposit requirements) and amounts payable as a result of debt service coverage requirements on obligations issued by City pursuant to Article VIII, other than Special Facility Revenue Bonds. In addition, for purposes of this Agreement, "Debt Service" shall include all payments made under any and all agreements providing for the lease or acquisition of the Buses, identified in the Airport Development Plan as Capital Project TA-10(b), exclusive of amounts attributable under such agreements to the O. & M. Expenses of such Buses.

(26) "Debt Service Fund" means the Debt Service Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(27) "Debt Service Reserve Fund" means the Debt Service Reserve Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(28) "Effective Date" means the Effective Date as described in Section 2.01.

(29) "Emergency Reserve Fund" means the Emergency Reserve Fund created under Section 7.10 and described in Article XI.

(30) "Enplaned Passengers" means all originating and on-line transfer and off-line transfer revenue passengers.

(31) "Event of Default" means, with respect to each Airline Party, an Event of Default, as defined in Article XXIV, with respect to such Airline Party.

(32) "Exclusive Use Premises" means, at any time, for each Airline Party, those areas and facilities in the Terminal Area which, pursuant to Article IV of such Airline Party's Airport Use Agreement, are then leased to such Airline Party for its exclusive occupancy and use.

(33) "Existing Footage" means, at any time, for each Airline Party, the number of square feet of premises identified as Existing Footage in Article IV of such Airline Party's Airport Use Agreement, increased by such number of square feet of premises, if any, as may be added to such Airline Party's Exclusive Use Premises, from time to time, pursuant to Section 8.01(b).

(34) "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.

(35) "Federal Inspection Service 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 the processing of arriving international passengers.

(36) "Federal Inspection Service Fees" means fees paid to City for the use of a Federal Inspection Service Facility.

(37) "Fee Landing" means any landing at the Airport of an aircraft except (a) 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 similar emergency or precautionary reason, or (b) 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.

(38) "Final Audit" means the annual audit report described in Section 7.07.

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

(40) "Fueling System" means those structures, improvements and facilities consisting of the existing fueling system leased under the Fueling System Lease Agreement at the Airport dated as of January 1, 1959 and the Capital Project described in the Airport Development Plan as the Fueling System, all as described on Exhibit H, which are located on land described as Land Support Area on Exhibit G or land described as Airfield Area on Exhibit D.

(41) "Fueling System Fees" means, with respect to each Airline Party, the Fueling System Fees calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(42) "Fueling System Lease" means the Fueling System Lease described in Section 3.06.

(43) "Funding Contingency Reserve" means each reserve calculated pursuant to Section 9.07 for a Priority I Capital Project or component thereof.

(44) "General Airport Revenue Bond Debt Service" means, for any Fiscal Year, all amounts of any nature whatsoever payable for such Fiscal Year, under the General Airport Revenue Bond Ordinance, into the Debt Service Fund, the Debt Service Reserve Fund, and the Junior Lien Obligation Debt Service Fund, and any other payment required pursuant to the debt service coverage requirements of Section 704 of the General Airport Revenue Bond Ordinance, reduced by an amount equal to any interest payable on General Airport Revenue Bonds during such Fiscal Year from General Airport Revenue Bond proceeds and investment income thereon held by or for the account of City.

(45) "General Airport Revenue Bond Ordinance" means the 1983 Chicago- O'Hare International Airport General Airport Revenue Bond Ordinance, attached hereto as Exhibit I, as adopted by the City Council of City and as hereafter amended or supplemented from time to time in accordance with its terms and as necessary to authorize the issuance of General Airport Revenue Bonds pursuant to Articles VIII and IX. A chart showing the order of priority of the allocation of Revenues under the General Airport Revenue Bond Ordinance is attached hereto as Exhibit O.

(46) "General Airport Revenue Bonds" means bonds of City authenticated and delivered pursuant to the General Airport Revenue Bond Ordinance.

(47) "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, to pay for all or a portion of the cost of Capital Projects; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

(48) "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.

(49) "Independent Accountant" means a certified public accountant selected by City, and approved by Majority-in-Interest, 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 City or any Airline Party, (b) shall be satisfactory to the Trustee, if any, and (c) may be the accountant that regularly audits the books of City or the Airport.

(50) "Independent Airport Consultant" means a consultant selected by City, after reasonable notice given to the Airlines' Representative, 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 City or any Airline Party.

(51) "Independent Architect or Engineer" means an architect or engineer selected by City, after reasonable notice given to the Airlines' 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 Airline Party.

(52) "International Terminal Area" means the land identified as International Terminal Area on Exhibit E attached hereto, and, except as otherwise provided herein, all structures and improvements now or hereafter located thereon, including the following:

- (a) "International Terminal Structures" -- international passenger terminal buildings, including concourses, hold areas and all connecting structures, Federal Inspection Service Facilities, passenger walkways and tunnels;

excluding, however, such portions thereof as may be set aside to accommodate the Ground Transportation System;

- (b) "F.I.S. Relocation Facility" -- that facility used as a Federal Inspection Service Facility as provided in the Airport Development Plan; and
- (c) "Heating and Refrigeration Plant" -- such portion of the heating and refrigeration plant at the Airport as is designated as part of the International Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with International Terminal Structures.

Any International Terminal Structure or F.I.S. Relocation Facility shall be part of the International Terminal Area only so long as such structure or facility is used as an international terminal facility. Debt Service allocated to the International Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as International Terminal Area on Exhibit E but which are nevertheless allocated to the International Terminal Area in the Airport Development Plan, and shall exclude the Debt Service on those Capital Projects, or allocable portions thereof, which are located on such land but but which are allocated to the Terminal Area in the Airport Development Plan.

(53) "International Terminal Area Airline Party" means each person actively engaged in the Air Transportation Business who has signed a lease and airport use agreement for the use of the International Terminal Area having a term of not less than ten (10) years.

(54) "Investment Income" means any interest accruing on, and any profit realized from the investment of, moneys in the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations, or, at any time when the General Airport Revenue Bond Ordinance is not in effect, in similar funds created pursuant to any ordinance or resolution authorizing the issuance of obligations issued by City pursuant to Article VIII other than Special Facility Revenue Bonds.

(55) "Junior Lien Obligations" means any bonds, notes or evidences of indebtedness issued by City pursuant to Article VIII, other than General Airport Revenue Bonds or Special Facility Revenue Bonds, including obligations issued by City as permitted by Section 705 of the General Airport Revenue Bond Ordinance.

(56) "Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(57) "Land Support Area" means the land and air rights identified as Land Support Area on Exhibit G attached hereto, and, except as otherwise provided herein, all

structures, improvements, facilities, roads and utilities now or hereafter located thereon.

(58) "Landing Fee Rate" means the Landing Fee Rate established pursuant to Article V.

(59) "Landing Fees" means, with respect to each Airline Party, the Landing Fees calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(60) "Maintenance Reserve Fund" means the Maintenance Reserve Fund created under Section 7.10.

(61) "Majority-in-Interest" means, during any Fiscal Year, either (a) any five or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Airport Fees and Charges paid by all Airline Parties for the preceding Fiscal Year, or (b) any numerical majority of Airline Parties which, in the aggregate, paid fifty percent (50%) or more of Airport Fees and Charges paid by all Airline Parties for the preceding Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party so long as an Event of Default with respect to such Airline Party has occurred and is continuing, and City has given written notice of such Event of Default to such Airline Party. 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.

(62) "1959 Airport Use Agreement" means the airport use agreement, if any, with respect to the Airport entered into between City and Airline, dated as of January 1, 1959.

(63) "1959 Bond Ordinance" means the ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, for the purpose of improving and extending said Airport and providing for payment of principal and interest on said bonds," adopted by the City Council of City on December 29, 1958, as supplemented by ordinances adopted by the City Council of City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970, and August 30, 1972, authorizing, securing and confirming the sale to the respective purchasers thereof of the 1959 Bonds.

(64) "1959 Bonds" means, collectively, the revenue bonds of City, outstanding as of any date of determination, described as follows:

- (a) Chicago-O'Hare International Airport Revenue Bonds, Series of 1959, dated January 1, 1959, issued pursuant to Section 2.02 of the 1959 Bond Ordinance in the original aggregate principal amount of \$120,000,000;
- (b) Chicago-O'Hare International Airport Revenue Bonds, Series A of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of \$25,000,000;

- (c) Chicago-O'Hare International Airport Revenue Bonds, Series B of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of \$4,000,000;
- (d) Chicago-O'Hare International Airport Revenue Bonds, Series of 1967, dated July 1, 1967, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$5,000,000;
- (e) Chicago-O'Hare International Airport Revenue Bonds, Series of 1968, dated July 1, 1968, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$18,000,000;
- (f) Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$52,000,000; and
- (g) Chicago-O'Hare International Airport Revenue Bonds, Series of 1972, dated July 1, 1972, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of \$8,000,000.

(65) "1959 Terminal Lease Agreement" means the lease, if any, of terminal facilities at the Airport entered into between City and Airline dated as of January 1, 1959, as amended and supplemented from time to time.

(66) "Non-Use Agreement Revenues" means, for any Fiscal Year, all revenues except (a) Terminal Area Use Charges, (b) Landing Fees, (c) Fueling System Fees, (d) City deposits into the Airport Fund or City transfers to the Trustee for deposit into the Revenue Fund, in either case, for subsequent deposit into the Airport Development Fund pursuant to Section 13.03 and (e) Investment Income.

(67) "Operation and Maintenance Expenses" (sometimes abbreviated as "O. & M. Expenses") means, for any Fiscal Year, the costs incurred by City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly by allocation to the Airport by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect as of the Effective Date, including, without limitation:

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

- (b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;
- (c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;
- (d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Airport;
- (e) costs of rentals of equipment or other personal property;
- (f) costs of rentals of real property under leases approved by a Majority-in-Interest;
- (g) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;
- (h) Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees and indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), unpaid by any Airline Party when due and reasonably deemed by City to be uncollectible after collection efforts have been undertaken by City in accordance with Section 16.03, but only to the extent such rentals, charges and fees have not been paid out of funds available therefor in the Emergency Reserve Fund pursuant to Section 11.03(b), or in the Airport Development Fund pursuant to Section 10.04(c);
- (i) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Airport;
- (j) costs of advertising at or for the Airport;
- (k) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;
- (l) required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund;
- (m) except to the extent capitalized, trustees' fees, paying agents' fees, and all other fees and expenses incurred in order to comply with the provisions of any ordinance or resolution authorizing obligations issued pursuant to Article VIII;

- (n) the liabilities and costs described in Section 19.01(a)(i); and
- (o) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Airport, and which, under generally accepted accounting principles, are properly chargeable as expenses to the Airport, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(68) "Operation and Maintenance Fund" means the Operation and Maintenance Fund created under Section 7.10.

(69) "Operation and Maintenance Reserve Fund" means the Operation and Maintenance Reserve Fund created under Section 7.10.

(70) "Phase I Exclusive Use Premises", "Phase II Exclusive Use Premises", and "Phase III Exclusive Use Premises", as the case may be, means those premises in the Terminal Area described as such in Article IV hereof.

(71) "Priority I Capital Project" means a Capital Project designated as a Priority I Capital Project in the Airport Development Plan.

(72) "Priority II Capital Project" means a Capital Project designated as a Priority II Capital Project in the Airport Development Plan.

(73) "Public Use Premises" means, at any time, those areas and facilities which, at such time, are part of the Terminal Area and are not any Airline Party's Exclusive Use Premises, and which consist of, among other things, common areas for passenger movement, Terminal Area 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), and premises which are designed for exclusive use but are not then leased to any Airline Party for its exclusive use and occupancy. Public Use Premises shall be either Type A Public Use Premises or Type B Public Use Premises.

(74) "Qualified Investments" means:

- (a) any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America;
- (b) deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by obligations referred to in subsection (a) above or (d) or (e) below having a current market value (exclusive of accrued

interest) at least equal to one hundred ten percent (110%) of the amount of such deposits, marked to market monthly, and which obligations referred to in subsection (a) above or (d) or (e) below shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of City and the Trustee, with another bank, trust company or national banking association for the benefit of City and the appropriate fund or account as collateral security for such deposits;

- (c) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Incorporated, or their successors;
- (d) obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National (f) public housing bonds issued by public housing authorities and fully Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;
- (e) repurchase agreements extending not beyond thirty (30) calendar days with banks which are members of the Federal Reserve System or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by obligations referred to in subsection (a) above having a current market value equal to at least one hundred three percent (103%) of the amount of the repurchase agreement, marked to market weekly, and which obligations have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of City and the Trustee, with another bank, trust company or national banking association for benefit of City and the appropriate fund or account as collateral security for such repurchase agreements; and
- (f) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

(75) "Revenue Fund" means the Revenue Fund created under Section 501 of the General Airport Revenue Bond Ordinance.

(76) "Revenues" means, for any Fiscal Year, all amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all amounts transferred into the Airport Fund or the Special Capital Projects Fund pursuant to Section 23.01; all Airport Fees and Charges (excluding payments described in subsection (a) below); all other rentals, charges and fees for the use of the Airport (including all rentals and flight fees payable by non-Airline Parties) or for any service rendered by City in the operation thereof; Concession Revenues and concession revenues derived from the International Terminal Area; interest payments to City made pursuant to Section 7.08; interest accruing on, and any profit realized from the investment of, moneys in the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Maintenance Reserve Fund, the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund, and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations; and City deposits into the Airport Fund or transfers to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04; provided, however, that Revenues shall not include: (a) any amounts derived by City from Special Facility Financial Arrangements entered into in connection with Special Facility Improvements to the extent such amounts derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in-Aid (except to the extent used or to be used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of General Airport Revenue Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by City.

(77) "Rules and Regulations" means the rules and regulations promulgated by the Commissioner pursuant to Section 17.01.

(78) "Special Capital Project Expenditure" means a Capital Expenditure which, pursuant to Majority-in-Interest approval, is to be funded from Airport Fees and Charges entirely in the Fiscal Year in which it is expended.

(79) "Special Capital Projects Fund" means the Special Capital Projects Fund created under Section 7.10.

(80) "Special Facility Financing Arrangements" means (a) a lease, loan agreement or other agreement and any contemporaneous financing instruments relating to Special Facility Improvements entered into by City pursuant to which the lessee or borrower agrees to make payments to City during the term thereof in an amount at least equal to

the sum of (i) the principal of, premium, if any, and interest on Special Facility Revenue Bonds issued to finance such Special Facility Improvements as the same become due, (ii) all costs of operating and maintaining such Special Facility Improvements required to be paid by City and for which no mechanism for reimbursement to City has been established other than payments pursuant to such lease, loan agreement or other agreement and any contemporaneous financing instrument, and (iii) all sinking and other reserve fund payments required by ordinance or resolution authorizing such Special Facility Revenue Bonds as the same shall become due, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by City as a result of a default by the original or a subsequent lessee of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds.

(81) "Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance such Special Facility Revenue Bonds or funds of the user thereof, such building, facility or improvement, or such portion thereof, to which such General Airport Revenue Bonds or Junior Lien Obligations are attributable shall no longer be deemed to be a Special Facility Improvement.

(82) "Special Facility Revenue Bond and Other Debt Service" means, for any Fiscal Year, principal, premium, if any, interest, and any additional amounts payable by any Airline Party to a trustee or paying agent pursuant to the terms of an applicable indenture or ordinance, for such Fiscal Year, reduced by an amount equal to any interest payable on such obligations during such Fiscal Year from the proceeds of the sale of such obligations and from investment income thereon (but not including any amounts paid out of an escrow established to advance refund such Special Facility Revenue Bonds or other debt) on (a) Special Facility Revenue Bonds, and (b) any other notes, bonds, debentures or other evidences of indebtedness of any person, issued in either case pursuant to Section 8.02 or if Majority-in-Interest approval has been given therefor.

(83) "Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of City, with respect to which the principal, premium, if any, and interest are payable solely from proceeds of the sale of such bonds and from rentals or other charges derived by City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of City and for which City has no taxing obligation.

(84) "Terminal Area" means the land identified as Terminal Area on Exhibit C attached hereto, and, except as otherwise provided herein, all structures and improvements now or hereafter located thereon, including the following:

- (a) "Terminal Structures" -- all passenger terminal buildings (including passenger terminal buildings which are or include Special Facility Improvements), connecting structures, passenger walkways and tunnels, concourses, hold areas, Federal Inspection Service Facilities, if any, and control towers maintained by City; excluding, however, (i) such portions thereof as may be set aside to accommodate the Ground Transportation System, and (ii) any International Terminal Structures so long as such structures are used as international terminal facilities; and
- (b) "Heating and Refrigeration Plant" -- such portion of the heating and refrigeration plant at the Airport as is designated as part of the Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with Terminal Structures.

Debt Service allocated to the Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Terminal Area on Exhibit C but which are nevertheless allocated to the Terminal Area in the Airport Development Plan.

(85) "Terminal Area Concession Areas" means those portions of the Terminal Area leased to persons from whom payments to City pursuant to such leases constitute Concession Revenues.

(86) "Terminal Area Rentals" means, with respect to each Airline Party, the Terminal Area Rentals calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(87) "Terminal Area Use Charges" means, with respect to each Airline Party, the Terminal Area Use Charges calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(88) "Terminal Building No. 1" means the terminal building identified on Exhibit C, attached hereto as Terminal Building No. 1, and the associated satellite concourse building.

(89) "Terminal Building No. 3 -- Expansion" means that portion of the Terminal Area identified on Exhibit C attached hereto as Terminal Building No. 3 -- Expansion and Concourse L.

(90) "Terminal Buildings No. 2 and No. 3" means the terminal buildings (not including Terminal Building No. 3 -- Expansion or any extensions made after the Effective Date to Concourses F, G, H, or K) identified on Exhibit C, attached hereto as Terminal Building No. 2 and Terminal Building No. 3, and associated concourses, respectively.

(91) "Terminal Structures" means that part of the Airport defined as such in the definition of "Terminal Area".

(92) "Terminal Support Area" means the land identified as Terminal Support Area on Exhibit F attached hereto, and, except as otherwise provided herein, all structures and facilities now or hereafter located thereon, including the following:

- (a) "Parking Facilities" -- all public garage and public and employee parking areas and all roads and facilities serving such parking areas, excluding, however, the F.I.S. Relocation Facility for so long as such facility is used as an international terminal facility;
- (b) "Roadways and Related Facilities" -- all roadways and roadway rights-of-way, ramps, sidewalks, parkways, service stations, areas leased to car rental and ground transportation concessions;
- (c) "Ground Transportation System and Related Facilities" -- the surface right-of-way and all other land used for the Ground Transportation System and all facilities and equipment forming part of the Ground Transportation System; and
- (d) "O'Hare Hilton Hotel" -- the building identified on Exhibit F, attached hereto as the O'Hare Hilton Hotel building, and any additions and improvements thereto.

(93) "Trustee" means the trustee appointed under the General Airport Revenue Bond Ordinance or any successor thereto.

(94) "Type A Public Use Premises" means all Public Use Premises of Terminal Buildings No. 2 and No. 3, and all Terminal Area Concession Areas, wherever located in the Terminal Area.

(95) "Type B Public Use Premises" means all Public Use Premises other than Type A Public Use Premises.

Section 1.02 Interpretation.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) All Article and Section references, unless otherwise expressly indicated, are to Articles and Sections of this Agreement and to the same Articles and Sections of each other Airline Party's Airport 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) 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 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	Airport Development Plan
Exhibit C	Terminal Area
Exhibit D	Airfield Area
Exhibit E	International Terminal Area
Exhibit F	Terminal Support Area
Exhibit G	Land Support Area
Exhibit H	Fueling System
Exhibit I	General Airport Revenue Bond Ordinance
Exhibit J	Airline's Phase I Exclusive Use Premises
Exhibit J-1	Airline's Phase II Exclusive Use Premises
Exhibit J-2*	Airline's Phase III Exclusive Use Premises
Exhibit K	Airline's Phase I Aircraft Parking Areas

* If applicable

Exhibit K-1	Airline's Phase II Aircraft Parking Areas
Exhibit K-2*	Airline's Phase III Aircraft Parking Areas
Exhibit L	System of Allocation of O. & M. Expenses and Non- Use Agreement Revenues
Exhibit M	Identification of Existing Leases and Other Agreements of Airline to be Extended
Exhibit N	Description of O. & M. Responsibilities
Exhibit O	Allocation of Revenues to Funds Established Under General Airport Revenue Bond Ordinance
Exhibit P	Algebraic Representation and Hypothetical Calculations of Terminal Area Use Charges
Exhibit Q	Terminal Finish Standards

* If applicable

Article II.

Term.

Section 2.01 Term Of Agreement.

This Agreement shall become effective on the date on which this Agreement is executed and delivered by City and Airline and shall terminate on May 11, 2018. Notwithstanding the foregoing, the "Effective Date" as used in this Agreement shall mean May 12, 1983.

Article III.

Grant Of Rights.

Section 3.01 Use Of Airfield Area And 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 Airline's Aircraft Parking Area 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 3.05, by another person engaged in an Air Transportation Business, by such means as may be reasonably necessary or convenient;
- (iii) The right to use Airline's Aircraft Parking Area to service aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, 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 3.05, by another person engaged in an Air Transportation Business, on Airline's 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 item (iii) above);
- (v) The right to park aircraft on 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 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 one or more other 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 Airline Party, directly or through another person designated by Airline, or designated by Airline and such Airline Party jointly. The rights enumerated in item (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; provided, however, that Airline may exercise such rights with respect to such persons other than Airline only to the extent not prohibited by any agreements to which City is a party as of the Effective Date.

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 enplaning and deplaning of passengers, the handling of reservations, ticketing, billing and manifesting of passengers, and the handling of baggage, express cargo, property and mail, by airline employees 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) 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 dispersing such food and beverages, tobacco products and other merchandise) for consumption by Airline's 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 or convenient 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 Terminal Area) or for public restaurants or merchandising

operations, or for the conduct of any business other than Airline's Air Transportation Business.

(c) Airline may, with the prior written approval of City and other appropriate governmental authorities, use Airline's Exclusive Use Premises for a Federal Inspection Service Facility.

(d) City shall not, without obtaining Airline's prior written approval, apply for or use any Government Grants-in-Aid to pay for all or part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, if the application for or use of such Government Grants-in-Aid would materially adversely affect Airline's exclusive use of such Exclusive Use Premises or Airline's Aircraft Parking Area.

(e) The grant of rights and privileges to Airline contained herein to serve food, beverages and other similar products in its Exclusive Use Premises is not intended to be broader than the grant of similar rights and privileges by City to Airline pursuant to the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement and to other persons conducting an Air Transportation Business at the Airport prior to the Effective Date.

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 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, Airline's Aircraft Parking Areas, 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.

Section 3.06 Construction, Operation And Maintenance And Use Of Fueling System.

Airline shall have the obligation to construct and 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 the restrictions contained in, that certain Amended and Restated Fueling System Lease dated as of January 1, 1985, by and among City, Airline and various persons engaged in an Air Transportation Business. Any Airline Party or International Terminal Area Airline Party that is not a signatory to the Fueling System Lease shall not have the benefits or obligations of a lessee 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 Terminal Area 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 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 non-scheduled 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.

Article IV.

Lease Of Terminal Facilities.

Section 4.01 Introduction.

(a) For the purpose of fairly allocating Debt Service allocable to the Terminal Area among the Airline Parties occupying Exclusive Use Premises, all such premises are designated as either Existing Footage or Additional Footage. The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 Phase I Exclusive Use Premises.

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. 1 and Concourse(s) B, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5 and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 0 square feet of which 0 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Section 4.03 Phase II and Phase III Exclusive Use Premises.

(a) (i) Effective as of the Date of Beneficial Occupancy of the Exclusive Use Premises described and depicted in Exhibit J-1 attached hereto, if any (Airline's "Phase II Exclusive Use Premises"), 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, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such premises, subject to all of the terms and conditions of this Agreement (including Exhibit J-1).

(ii) City and Airline agree that the size, design and other details of Terminal Building No. 1 and extensions to Concourses F, G, H, K and L are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design, construction and equipping. Changes and refinements of any premises in the Terminal Area shall be approved by City and any Airline Party having Exclusive Use Premises in such premises; provided, however, no such changes or refinements shall be inconsistent with or contrary to the provisions of Section 9.03(b) or the description of "Project Scope" included in the Airport Development Plan. At the time of such changes or refinements, such amendments shall be made to Exhibits J-1, J-2, K-1 and K-2 as are necessary or appropriate.

(b) Prior to the date on which City certifies Airline's Phase II Exclusive Use Premises to be usable for the conduct of Airline's Air Transportation Business, Airline may, subject to the prior written approval of the Commissioner, nevertheless elect to occupy all or a portion of such Phase II Exclusive Use Premises for the purpose of conducting its Air Transportation Business. In its notice to the Commissioner of such election, Airline shall state the location and number of square feet of such Phase II Exclusive Use Premises which Airline elects to occupy, and the number of square feet, if any, of Airline's Phase I Exclusive Use Premises which Airline agrees to vacate and surrender in connection therewith. If the Commissioner grants his prior written approval to Airline to occupy a portion of such Phase II Exclusive Use Premises pursuant to this subsection (b), City shall lease to Airline, and Airline shall take and hire from City, for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with

reference to, such portion of Phase II Exclusive Use Premises so approved; provided, however, that Airline shall, within thirty (30) days of occupying such portion of its Phase II Exclusive Use Premises, vacate and surrender the number of square feet of its Phase I Exclusive Use Premises which Airline has agreed to vacate.

(c) Within thirty (30) days after the Date of Beneficial Occupancy of all or a portion of Airline's Phase II (and Phase III, if Airline will have Phase III) Exclusive Use Premises, City and the Airlines' Representative will take field measurements of the premises so occupied and Exhibit J-1 (and J-2, if applicable) shall be amended, if necessary, to reflect such field measurements. Each such field measurement of Airline's and each other Airline Party's Exclusive Use Premises shall be made on the same basis using the same standard of measurement.

(d) No later than the earlier to occur of (i) thirty (30) days after the date described in Section 1.01(24)(b) has occurred, or (ii) ninety (90) days after the date described in Section 1.01(24)(a) has occurred, with respect to Airline's Phase II Exclusive Use Premises, Airline shall vacate and surrender all portions of Airline's Phase I Exclusive Use Premises which are not part of its Phase II Exclusive Use Premises; provided, however, that upon application by Airline, the Commissioner may extend the time period within which Airline must vacate and surrender such Phase I Exclusive Use Premises.

(e) As of the Date of Beneficial Occupancy of all or a portion of Airline's Phase II Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to include all or such portion, as the case may be, of such premises. As of the date of actual vacation of all or a portion of Airline's Phase I Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to exclude all or such portion, as the case may be, of such premises.

(f) At such time as subsection (a) of Section 4.02 hereof is deemed to be amended to include or exclude certain premises from the description of Airline's Exclusive Use Premises, subsection (b) of Section 4.02 hereof shall likewise be deemed to be amended to reflect the increase or decrease, if any, in the number of square feet comprising Airline's Exclusive Use Premises. Except as provided in subsection (b) of Section 8.01, except as required to make minor adjustments to accommodate Airline Party relocations (in which increases in Existing Footage shall not exceed 1,500 square feet) or to render lease limit lines in baggage areas uniform, or (only with regards to decreases in Exclusive Use Premises) except as may be specified in Exhibit J-1 (or J-2, if applicable), any such increase or decrease in the number of square feet of Airline's Exclusive Use Premises shall be an increase or decrease in the number of square feet of Airline's Additional Footage to the same extent; provided, however, that any decrease in excess of the total number of square feet of Airline's Additional Footage shall be a decrease in the number of square feet of Airline's Existing Footage to the extent of such excess. The calculation of Airline's Terminal Area Rentals and Terminal Area Use Charges shall be adjusted as of the date of such amendments to Section 4.02 hereof.

(g) City shall make Airline's Phase II 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 15.02.

(h) Within the time provided in subsection (d) of this Section 4.03 and subject to the provisions of Section 9.12, Airline shall remove, to the extent feasible, from any premises vacated by Airline, all trade fixtures, tools, machinery, equipment (including, without limitation, aircraft loading bridges and devices, baggage systems and communications equipment), supplies, materials and other removable property belonging to Airline; provided, however, that Airline shall promptly repair any damage to such premises caused by such removal. Airline may sell any such property to any person, and City shall have no right under this Agreement to approve the amount received by Airline therefor.

(i) As of the date that Section 4.02 hereof is deemed to be amended to include in Airline's Exclusive Use Premises any premises vacated by another Airline Party, Airline shall assume in writing such other Airline Party's obligations, insofar as they relate to such Exclusive Use Premises, under the Fueling System Lease Agreement at the Airport, dated as of January 1, 1959, or any successor agreement thereto, and the Lockheed Fuel Services Agreement at the Airport, dated as of February 1, 1960, or any successor agreement thereto.

(j) If Airline will occupy Exclusive Use Premises in two phases prior to occupancy of its final Exclusive Use Premises, there shall be attached hereto an exhibit entitled Exhibit J-2 which shall describe Airline's Phase III Exclusive Use Premises. All of the provisions of subsections (a) through (i) of this Section 4.03 shall be applicable to any transition from Phase II Exclusive Use Premises to Phase III Exclusive Use Premises.

Section 4.04 Aircraft Parking Areas.

(a) City hereby grants to Airline, and Airline hereby accepts from City, for so long as Airline occupies all or any portion of its Phase I Exclusive Use Premises, the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase I Exclusive Use Premises, as shown on Exhibit K attached hereto. On and after the Date of Beneficial Occupancy of all or any portion of Airline's Phase II Exclusive Use Premises, and for so long as Airline occupies such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase II Exclusive Use Premises, as shown on Exhibit K-1 attached hereto. In the event that Airline will occupy Phase III Exclusive Use Premises, then on the Date of Beneficial Occupancy thereof, and for so long as Airline occupies all or any portion of such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas adjacent to all or such portion of Airline's Phase III Exclusive Use Premises, as shown on Exhibit K-2 attached hereto.

(b) Subject to the provisions of Section 3.06, Airline's right to use Airline's Aircraft Parking Areas shall include the right to install hydrant fueling and shall be subject to the installation, maintenance, use and operation of underground piping and related facilities of the Fueling System.

Article V.

Calculation Of Rentals, Fees And Charges.

Section 5.01 General Commitment.

(a) For the purpose of fairly allocating the net cost of operating, maintaining and developing the Airport among all of the Airline Parties, various areas of the Airport have been grouped together for the purpose of accounting for Revenues, O. & M. Expenses and Debt Service. Each such area is a Cost-Revenue Center as defined in Article I. The net cost of each Cost-Revenue Center shall be determined pursuant to the provisions of this Article V, and Articles VI, XII, XIII and XIV. A pro rata share of the net cost of each Cost-Revenue Center (except the Land Support Area) shall be charged to Airline and to each of the other Airline Parties as part of Airport Fees and Charges in accordance with the provisions of this Article V. The aggregate of all rentals, fees and charges to be paid under all Airport Use Agreements by all Airline Parties shall be sufficient to pay for the net cost of operating, maintaining and developing the Airport (excluding the Land Support Area), including the satisfaction of all of City's obligations to make deposits and payments under any ordinance or resolution authorizing obligations issued pursuant to Article VIII other than Special Facility Revenue Bonds.

(b) In order to minimize the rentals, fees and charges which Airline is obligated to pay under this Agreement, City shall promote and develop Non-Use Agreement Revenues in a manner consistent with that of a reasonably prudent airport operator.

Section 5.02 Terminal Area Rentals.

At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Rentals to City equal to \$5.00 per square foot per year for the Exclusive Use Premises from time to time leased to Airline hereunder.

Section 5.03 Terminal Area Use Charges.

(a) At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Use Charges to City in an amount equal to:

- (i) Airline's pro rata share, if any, established pursuant to Section 5.04(a) of;

- (1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Exclusive Use Premises (other than Exclusive Use Premises which are part of a Special Facility Improvement); and
- (2) Special Facility Revenue Bond and Other Debt Service attributable pursuant to Section 6.01(b) to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement;

plus

- (ii) Airline's pro rata share, if any, established pursuant to Section 5.04(b), of Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type B Public Use Premises and to relocation costs incurred pursuant to Section 9.13;

plus

- (iii) Airline's pro rata share, established pursuant to Section 5.04(c), of
 - (1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type A Public Use Premises, to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), and to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;
 - (2) O. & M. Expenses of the Terminal Area identified in accordance with Section 6.02;
 - (3) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Terminal Area; and
 - (4) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

minus

- (iv) Airline's pro rata share, established pursuant to Section 5.04(c), of
 - (1) Non-Use Agreement Revenues of the Terminal Area identified in accordance with Section 6.02 and Section 13.04; and
 - (2) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

plus

- (v) Airline's pro rata share, if any, established pursuant to Section 5.05 of additional Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Area;

plus

- (vi) Debt Service, if any (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to Airline's tenant improvements in accordance with Section 6.01.

(b) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Terminal Area Use Charges and Terminal Area Rentals for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Sections 6.01(a) and 6.01(b) to (i) the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement, (ii) Public Use Premises or (iii) the Terminal Support Area. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges and Terminal Area Rentals for such month, such Airline Party shall receive a credit against its Landing Fees for such month. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges, Terminal Area Rentals and Landing Fees for such month, such Airline Party shall receive a credit against such charges, rentals and fees for the next succeeding months during such Fiscal Year equal to such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in

the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

(c) An algebraic representation of the formula set forth in this Section 5.03, as applied to two hypothetical situations, is attached hereto as Exhibit P for illustrative purposes only.

Section 5.04 Airline's Pro Rata Share.

(a) Airline's pro rata share set forth in Section 5.03(a)(i) of Debt Service and Special Facility Revenue Bond and Other Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(a), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall not be deemed to be Additional Footage. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.04(a), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(b) Airline's pro rata share set forth in Section 5.03(a)(ii) of Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(b), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall be deemed to be Additional Footage.

(c) Airline's pro rata share set forth in Sections 5.03(a)(iii) and (iv) of Debt Service, O. & M. Expenses, various payment requirements, Net Deficit or Net Revenues of the Terminal Support Area and Non-Use Agreement Revenues of the Terminal Area shall be the percentage established by dividing (i) the total number of square feet of Airline's Exclusive Use Premises by (ii) the total number of square feet of all Airline Parties' Exclusive Use Premises. For purposes of this Section 5.04(c), any portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be deemed to be Exclusive Use Premises.

Section 5.05 Special Allocations Of Additional Terminal Area Debt Service.

(a) While it is anticipated that interest during construction will be capitalized, to the extent any Debt Service attributable to Capital Projects in the Terminal Area becomes payable prior to the time when the premises being constructed are usable and used for the purposes for which they are being constructed, the following shall apply:

- (i) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Exclusive Use Premises once the Date of Beneficial Occupancy with respect thereto has occurred; provided, however, that with respect to any such premises in a Special Facility Improvement, only that portion of the Special Facility Revenue Bond and Other Debt Service, if any, payable prior to the Date of Beneficial Occupancy, which is attributable pursuant to Section 6.01(b) to the Existing Footage portion of such Exclusive Use Premises, shall be deemed to be included for purposes of this Section 5.05(a)(i). Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(i), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction, but shall not include any Additional Footage which is part of a Special Facility Improvement. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.05(a)(i), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.
- (ii) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type B Public Use Premises. Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(ii), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction.
- (iii) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type A Public Use Premises. Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Exclusive Use Premises by (2) the total number of square feet of Exclusive Use Premises of all Airline Parties. For purposes of this Section

5.05(a)(iii), that portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be Exclusive Use Premises.

(b) Airline shall pay its pro rata share of all Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)), whenever payable, on the following Capital Projects: TA 2, TA 5, TA 6, TA 8, TA 9, TA 10, TA 12 and TA 13, all as so designated and described in the Airport Development Plan. Airline's pro rata share shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(b), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of each Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 5.06 Landing Fees.

(a) At such times and in such manner as provided in Article VII, 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 (i) the number of thousands of pounds of the Approved Maximum Landing Weight of the aircraft involved in the Fee Landing, multiplied by (ii) the Landing Fee Rate.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent per each one thousand pounds) by dividing the Net Cost of the Airfield Area (as defined in Section 5.07), for such Fiscal Year, by the total Approved Maximum Landing Weight in thousand-pound units of all aircraft of all Airline Parties landed in Fee Landings during such Fiscal Year.

(c) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Landing Fees for each month during such Fiscal Year in an amount equal to one-twelfth (1/12th) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Section 6.01 to the Airfield Area. If, in any month, such credit exceeds the aggregate amount of Landing Fees payable by such Airline Party for such month, such Airline Party shall receive a credit against its Landing Fees payable for the next succeeding months during such Fiscal Year equal to the amount of such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

Section 5.07 Net Cost Of Airfield Area.

The net cost of the Airfield Area shall be:

- (a) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to the Airfield Area;

plus

- (b) O. & M. Expenses of the Airfield Area identified in accordance with Section 6.02;

plus

- (c) Net Deficit, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area;

plus

- (d) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Airfield Area;

minus

- (e) Non-Use Agreement Revenues of the Airfield Area identified in accordance with Section 6.02;

minus

- (f) Net Revenues, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area.

Section 5.08 Fueling System Fees.

(a) At such times and in such manner as provided in Article VII, 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 5.08(b) below of:

- (i) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to the Fueling System;

plus

- (ii) O. & M. Expenses, if any, of the Fueling System identified in accordance with Section 6.02;

minus

- (iii) Non-Use Agreement Revenues, if any, of the Fueling System identified in accordance with Section 6.02;

(b) Airline's pro rata share for purposes of Section 5.08(a) above shall be computed as follows:

- (i) Ten percent (10%) thereof shall be distributed equally among all Airline Parties and International Terminal Area Airline Parties;
- (ii) Ninety percent (90%) thereof shall be distributed among all Airline Parties and International Terminal Area Airline Parties in the proportion that the number of gallons of aviation fuel distributed from the Fueling System to each such Airline Party or International Terminal Area Airline Party bears to the total number of gallons of aviation fuel distributed from the Fueling System to all Airline Parties and International Terminal Area Airline Parties.

(c) In the event that for any full calendar month none of the Airline Parties has any aviation fuel distributed to it from the Fueling System, Airline shall, for the purposes of this Section 5.08, 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.

*Article VI.**Identification And Allocation Of Revenues And Expenses.***Section 6.01 Debt Service.**

(a) City shall maintain accurate records allocating Debt Service for each Fiscal Year among the C.R.C.s. The allocation of Debt Service shall be based on actual expenditures made out of the proceeds of obligations giving rise to such Debt Service for each Capital Project described in the Airport Development Plan and in any future schedules of Capital Projects presented by City to the Airline Parties in accordance with Article VIII; provided, however, that Debt Service attributable to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be allocated thirty-five percent (35%) to the Terminal Area, thirty-five percent (35%) to the Airfield Area, twenty percent (20%) to the Terminal Support Area and ten percent (10%) to the International Terminal Area; and, provided, further, that Debt Service attributable to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund, for each Fiscal Year, shall be allocated among the C.R.C.s in the same proportion as O. & M. Expenses, for such Fiscal Year, are allocated among the C.R.C.s. Such allocation shall separately identify Debt Service allocated to the Terminal Area for (i) all Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (ii) any Exclusive Use Premises which are part of a Special Facility Improvement, (iii) tenant improvements pursuant to Section 9.12, (iv) relocation costs incurred pursuant to Section 9.13, (v) Type A Public Use Premises, (vi) Type B Public Use Premises, (vii) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (viii) those Capital Projects enumerated in Section 5.05(b), and (ix) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund; and shall separately identify Debt Service, if any, during construction for each of the foregoing.

(b) Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement shall equal the amount of Special Facility Revenue Bond and Other Debt Service allocated to all of such Exclusive Use Premises pursuant to Section 6.01(a)(ii)("S") minus an amount equal to the product of (i) "S" times (ii) a fraction, the numerator of which shall be the number of square feet of such Exclusive Use Premises consisting of Additional Footage ("T") and the denominator of which shall be the total number of square feet of such Exclusive Use Premises ("U") times (iii) a fraction, the numerator of which shall be the total number of square feet of Exclusive Use Premises of all Airline Parties (including Exclusive Use Premises which are part of a Special Facility Improvement) to which Debt Service is allocable pursuant to Section 6.01(a)("V") and the denominator of which shall be the total number of square feet of Additional Footage of all Airline Parties (including Additional Footage which is part of a Special Facility Improvement) ("W"). An algebraic representation of the calculation of the Special Facility Revenue Bond and Other Debt

Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement is as follows:

$$S - \left(\frac{S \times T \times V}{U \times W} \right)$$

(c) Debt Service attributable to the refinancing, refunding or redemption of any General Airport Revenue Bonds, Junior Lien Obligations, Special Facility Revenue Bonds or other obligations shall be allocated among the C.R.C.s (and within a C.R.C.) to reflect the actual expenditures made out of the proceeds of such refinanced, refunded or redeemed bonds or other obligations.

(d) Debt Service attributable to the refinancing, refunding or redemption of any 1959 Bonds shall be allocated equally between the Terminal Area and the Airfield Area. All of such Debt Service allocated to the Terminal Area shall be allocated to Type A Public Use Premises.

(e) As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements of this Section 6.01.

Section 6.02 Operation And Maintenance Expenses; Non-Use Agreement Revenues; Investment Income.

(a) City shall maintain accurate records allocating O. & M. Expenses and Non-Use Agreement Revenues for each Fiscal Year in accordance with Exhibit L attached hereto; provided, however, that all O. & M. Expenses described in Section 1.01(67)(h) and (n) shall be allocated to the Airfield Area. As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements set forth in Exhibit L attached hereto.

(b) Investment Income, for each Fiscal Year, shall be allocated among the C.R.C.s, and within the Terminal Area, on the same basis and in the same proportion as Debt Service, for such Fiscal Year, is allocated among the C.R.C.s, and within the Terminal Area.

Section 6.03 Airport Development Fund, Emergency Reserve Fund And Special Capital Projects Fund Payment Requirements.

(a) The Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, shall be allocated between the Terminal Area and the Airfield Area in the same ratio as (i) the sum of Terminal Area Rentals and Terminal Area Use Charges for all Airline Parties for the

preceding Fiscal Year bears to (ii) Landing Fees for all Airline Parties for the preceding Fiscal Year.

(b) Any Special Capital Projects Fund payment requirements approved by a Majority-in-Interest shall be allocated to the Terminal Area or the Airfield Area as approved by a Majority-in-Interest.

Section 6.04 Allocation Of Terminal Support Area Net Deficit Or Net Revenues.

Terminal Support Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 12.01, shall be allocated between the Terminal Area and the International Terminal Area in the same ratio as (i) the number of Enplaned Passengers of the Terminal Area for such Fiscal Year bears to (ii) the number of Enplaned Passengers of the International Terminal Area for such Fiscal Year.

Section 6.05 Allocation Of International Terminal Area Net Deficit Or Net Revenues.

International Terminal Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 14.02, shall be allocated to the Airfield Area.

Article VII.

*Payment Of Landing Fees, Terminal Area Use Charges
And Fueling System Fees.*

Section 7.01 Information On Airline Operations.

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 (a) the total Approved Maximum Landing Weight of all aircraft to be landed at the Airport by Airline during the next ensuing Fiscal Year, (b) the total number of Enplaned Passengers of Airline at the Airport for the next ensuing Fiscal Year, and (c) the total number of gallons of aviation fuel to be distributed from the Fueling System to Airline during the next ensuing Fiscal Year.

**Section 7.02 Preliminary Projection Of Landing Fee Rate, Terminal Area Use Charges
And Fueling System Fees.**

Not later than seventy (70) days prior to the end of each Fiscal Year, City shall furnish Airline with a projection for the next ensuing Fiscal Year of (a) the Landing Fee Rate, (b) Airline's Terminal Area Use Charges and (c) Airline's Fueling System Fees. Unless City reasonably believes the information submitted to City pursuant to Section 7.01 to be unreasonable or inaccurate, the projection (the "Preliminary Projection of Fees and Charges") shall incorporate such information, and shall present, for the Airport in its entirety and for each C.R.C., the latest available data 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 (indicating Capital Projects which require approval of a Majority-in-Interest pursuant to Section 8.05);
- (ii) Operation and Maintenance Expenses;
- (iii) Non-Use Agreement Revenues;
- (iv) Investment Income;
- (v) The Airport Development Fund payment requirements;
- (vi) The Emergency Reserve Fund payment requirements;
- (vii) The Special Capital Projects Fund payment requirements;
- (viii) The Operation and Maintenance Reserve Fund payment requirements; and
- (ix) Any changes in the number of square feet of any Airline Party's Exclusive Use Premises and Additional Footage.

Airline may submit written comments on the Preliminary Projection of 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. City shall, when requested by a Majority-in-Interest, convene a meeting with Airline Parties to discuss O. & M. Expenses relating to the operation of any Ground Transportation System.

Section 7.03 Projection Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than thirty (30) days prior to the end of each Fiscal Year, City shall furnish Airline with a Projection of Fees and Charges, consisting of the Preliminary Projection of Fees and Charges revised as appropriate to reflect comments submitted to City by Airline Parties (the "Projection of Fees and Charges"). The Projection of Fees and Charges shall be the basis for computing Airline's Landing Fees, Terminal Area Use Charges and Fueling System Fees for the next ensuing Fiscal Year unless and until revised pursuant to Section

7.06. In no event shall the projection of Landing Fees, Terminal Area Use Charges or Fueling System Fees of any Airline Party be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.04 No Effect On Capital Project Approval Process.

To the extent that either the Preliminary Projection of Fees and Charges or the Projection of Fees and Charges includes Debt Service for Capital Projects with respect to which City is required to give notice or obtain approval pursuant to Article VIII, (a) the inclusion of such Debt Service by City shall not be deemed to be such notice or a request for such approval, and (b) Airline's comments or lack of comments on the Preliminary Projection of Fees and Charges or the payment by Airline of Airport Fees and Charges in accordance with the Projection of Fees and Charges shall not be deemed to be evidence of such approval or disapproval thereof.

Section 7.05 Payment Of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees And Fueling System Fees.

Beginning with the later of the Effective Date and the date on which this Agreement is executed and delivered with respect to Airline's Phase I Exclusive Use Premises, and beginning with the Date of Beneficial Occupancy with respect to Airline's Phase II (or Phase III, if applicable) Exclusive Use Premises:

(a) Not later than the tenth (10th) day of each month of each Fiscal Year, City shall furnish Airline with an invoice setting forth the amount of Airline's Terminal Area Rental and Terminal Area Use Charge for the next ensuing month. Not later than the first (1st) day of such next ensuing month, Airline shall pay City an amount equal to Airline's total Terminal Area Rental and Terminal Area Use Charge for such month.

(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, certifying the actual number of Airline's Fee Landings, by type, model and weight of aircraft, during the preceding month. City shall forthwith furnish Airline with an invoice setting forth the amount of Landing Fees payable by Airline for such 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 the date of such invoice, Airline shall pay to City the amount of Landing Fees set forth therein.

(c) Not later than the tenth (10th) day of each month of each Fiscal Year, 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" as 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, together with payment of Airline's Fueling System Fees for such preceding month, calculated by multiplying the total number of gallons of aviation fuel distributed from the Fueling System to Airline during such preceding month by the Fueling System Fee Rate for such preceding month.

Section 7.06 Midyear Adjustment Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised Projection of Fees and Charges (the "Mid- Year Projection"), which shall reflect the 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 7.02, together with the most recently available information with regard to Landing Fees, Terminal Area Use Charges and Fueling System Fees actually received by City with respect to the Airport. If the Midyear Projection forecasts that payments of Terminal Area Use Charges, Landing Fees and Fueling System Fees by Airline Parties at the then-existing rates would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Terminal Area Use Charges, Landing Fees and Fueling System Fees during such Fiscal Year, City shall adjust the remaining monthly Terminal Area Use Charges, the Landing Fee Rate and Fueling System Fees for such Fiscal Year to conform to the Midyear Projection. In no event shall either Terminal Area Use Charges, Landing Fees or Fueling System Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.07 Final Audit.

Within six (6) 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 Terminal Area Use Charges, Landing Fees and Fueling System Fees chargeable to each Airline Party for the preceding Fiscal Year, and shall set forth Terminal Area Use Charges, Landing Fees and Fueling System Fees actually paid by Airline for such period. If Terminal Area Use Charges, 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 Terminal Area Use Charges, 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; provided, however, that if the amount of such overpayment exceeds one hundred fifty percent (150%) of Terminal Area Use Charges, Landing Fees or Fueling System Fees, as

the case may be, estimated to be paid by Airline in the next ensuing month, then such excess shall be refunded in cash by City. If Terminal Area Use Charges, 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 Terminal Area Use Charges, Landing Fees or Fueling System Fees, as the case may be.

Section 7.08 Place Of Payments; Late Payments.

All amounts payable by Airline hereunder shall be paid to City at the Office Of 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 four percent (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 7.09 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 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.

Section 7.10 Creation Of Certain Funds.

(a) Immediately after the Effective Date, City shall create the following funds:

- (i) the Airport Fund;
- (ii) the Operation and Maintenance Fund;
- (iii) the Special Capital Projects Fund;
- (iv) the Operation and Maintenance Reserve Fund;
- (v) the Maintenance Reserve Fund;

- (vi) the Airport Development Fund; and
- (vii) the Emergency Reserve Fund.

Such funds constitute all of the funds required to be created under this Agreement. In addition, City may create other funds for the purpose of segregating moneys to pay Debt Service when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect. All moneys and securities held in the funds listed above shall be held by City separate and apart from all other funds of City and shall be applied and withdrawn only as set forth in this Section 7.10, except with respect to the Airport Development Fund and the Emergency Reserve Fund, which are governed by Articles X and XI, respectively.

(b) At any time when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect, all Revenues collected by City shall be promptly deposited into the Airport Fund. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective, City shall transfer any amounts in the Airport Fund to the Trustee to be deposited into the Revenue Fund. While the pledge of Revenues under the General Airport Revenue Bond Ordinance remains effective, City shall transfer all Revenues to the Trustee to be deposited into the Revenue Fund, to be applied by the Trustee in accordance with the General Airport Revenue Bond Ordinance. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance is no longer in effect, any amounts in the Revenue Fund shall be transferred by the Trustee to City for deposit in the Airport Fund. Any amounts deposited in the Airport Fund at any time shall be disbursed and applied by City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year:

- (i) On the first business day immediately preceding the tenth (10th) day of each month, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12th) of the amount provided in the Projections of Fees and Charges prepared pursuant to Section 7.03 for Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and excluding required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Midyear Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund) for such Fiscal Year, the amount required to be deposited in the Operation and Maintenance Fund each month of the second half of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth (1/6th) of the amount of such adjustment.

Second: City shall next deposit into the Special Capital Projects Fund the amount, if any, approved by a Majority-in-Interest to be deposited at such time into the Special Capital Projects Fund.

- (ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) day of such Fiscal Year, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half (1/2) of the "O. & M. Reserve Fund deposit requirement", as below defined, for such Fiscal Year. The "O. & M. Reserve Fund deposit requirement" for any Fiscal Year shall mean the amount necessary to increase the amount on deposit therein (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth (1/4th) of the amount provided in the Projection of Fees and Charges, as adjusted from time to time, for Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits for the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Midyear Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited on the one hundred eighty-second (182nd) day of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to such adjustment.

Second: City shall next deposit into the Maintenance Reserve Fund an amount equal to the lesser of (A) \$1,500,000 and (B) the amount, if any, required to bring the deposit therein to \$3,000,000.

Third: City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Emergency Reserve Fund payment requirement, as defined in Section 11.02, for such Fiscal Year.

Fourth: City shall next deposit into the Airport Development Fund an amount equal to one-half (1/2) of the Airport Development Fund payment requirement, as defined in Section 10.02, for such Fiscal Year, plus one-half (1/2) of the amount, if any, to be deposited by City into the Airport Fund for such Fiscal Year for deposit into the Airport Development Fund pursuant to Section 13.03.

(c) If at any time when deposits are required to be made to any funds pursuant to this Section 7.10, moneys held in the Airport Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other funds of higher priority are made in full.

(d) The moneys on deposit in the funds described in this Section 7.10 shall be used for the following purposes:

- (i) Any balance in the Airport Fund after the deposits and transfers set forth herein shall remain in the Airport Fund and shall be available only (1) to meet deficiencies arising in any of the funds in the order of their priority, (2) to make future deposits and transfers required hereunder and (3) to make any payments to Airline Parties required under Sections 5.03(b), 5.06(c) and 7.07.
- (ii) The moneys in the Operation and Maintenance Fund shall be used by City only to pay Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund); provided, however, that moneys in the Operation and Maintenance Fund shall also be used to repay loans from the Operation and Maintenance Reserve Fund as soon as funds for such repayment are available therefor.
- (iii) The moneys in the Special Capital Projects Fund shall be used only as a source for Special Capital Project Expenditures approved by a Majority-in-Interest.
- (iv) The moneys in the Operation and Maintenance Reserve Fund shall be used only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund).
- (v) The moneys in the Maintenance Reserve Fund shall be used only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport (excluding the Land Support Area), whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the above-described purposes by an Independent Airport Consultant.
- (vi) The moneys in the Emergency Reserve Fund shall be used only for the purposes set forth in Section 11.03.

- (vii) The moneys in the Airport Development Fund shall be used only for the purposes set forth in Section 10.04.

(e) The moneys in the Emergency Reserve Fund and the Airport Development Fund shall be invested and any earnings or losses thereon shall be treated as set forth in Sections 11.04 and 10.05, respectively. The moneys held in the other funds described in this Section 7.10 shall be invested in Qualified Investments at the direction of the Treasurer of City, and the interest thereon, and any profit arising on the sale thereof, shall be deposited into the Airport Fund.

(f) Qualified Investments purchased as an investment of moneys in any fund described in this Section 7.10 shall be deemed at all times to be a part of such fund. Qualified Investments so purchased shall be sold at the best price obtainable whenever it is necessary to do so in order to provide moneys to make any withdrawal or payment from such fund. For the purposes of any such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any fund have been invested shall mature not later than the respective dates as estimated by City based on information provided by City, when the moneys held for the credit of any fund will be needed.

(g) In computing the amount in any fund described in this Section 7.10, obligations maturing within the three (3) year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three (3) years following the date of computation shall be valued at the lower of amortized value or market value. For purposes of this Agreement, amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

Article VIII.

*Approval Of Capital Expenditures; Approval Of
Issuance Of Obligations.*

Section 8.01 Capital Expenditures For Which No Approval Required.

Provided that the notice required by Section 8.03 has been given to Airline:

(a) City may make or authorize to be made Capital Expenditures (and, with respect to item (ii) below, expenditures for improvements at airports other than the Airport in accordance with Section 10.04, and with respect to item (vi) below, expenditures 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 ordinance or resolution authorizing such obligations and required deposits into the Operation and Maintenance Reserve Fund) from the following sources without approval of Airline or a Majority-in-Interest: (i) amounts in the Maintenance Reserve Fund; (ii) amounts in the Airport Development Fund; (iii) proceeds of Government Grants-in-Aid (excluding any City-sponsor matching share); (iv) proceeds of any passenger facility charge or similar tax levied by or on behalf of City; (v) proceeds of insurance or any condemnation award with respect to any assets or property at the Airport, to the extent such proceeds are not deemed revenues in accordance with generally accepted accounting principles and are expended to replace that which was destroyed or taken; and (vi) proceeds of obligations issued by City pursuant to Section 8.02.

(b) In addition, City may make or authorize to be made Capital Expenditures for Capital Projects consisting of Exclusive Use Premises which are improvements to, or expansions or extensions of, Exclusive Use Premises in Terminal Building Nos. 1, 2, 3 and 3-Expansion, without approval of Airline or a Majority-in-Interest so long as City obtains a written agreement from one or more Airline Parties to (i) occupy such Exclusive Use Premises for the remaining term of its or their Airport Use Agreements, (ii) provide the financing therefor from a source other than General Airport Revenue Bonds or Junior Lien Obligations and pay all principal and interest thereon, (iii) pay all costs related to such Capital Projects which are not completed, including any architectural or engineering fees, and (iv) amend its or their Airport Use Agreements to increase such Airline Party's or Parties' Existing Footage and Exclusive Use Premises by an amount equal to the square footage of any such expansion to such Exclusive Use Premises.

(c) City may make or authorize to be made any other Capital Expenditures for Capital Projects without approval of Airline or a Majority-in-Interest so long as Airline will not be obligated to pay any costs thereof or therefor, including any payments in the event of a default by the primary obligor.

Section 8.02 Issuance Of Obligations For Which No Approval Required.

(a) Provided that the notice required by Section 8.04 has been given to Airline, City may issue obligations for any one or more of the following purposes, 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 ordinance or resolution authorizing such obligations, and include the Debt Service thereon in the calculation of Airport Fees and Charges, in accordance with the provisions of Articles V and VI, without approval of Airline or a Majority-in-Interest: (i) to fund (1) the cost of designing, constructing and equipping Priority I Capital Projects, (2) the Airline-Funded Cost of designing, constructing and equipping Priority II Capital Projects, subject to the provisions

of Section 9.07, (3) the cost of designing, constructing and equipping Capital Projects of the Fueling System, and (4) the cost of designing, constructing and equipping Capital Projects necessary to comply with any valid rule, regulation or order of any federal or state agency; (ii) to fund the cost of tenant improvements pursuant to Section 9.12, or the cost of relocation expenses pursuant to Section 9.13; (iii) to fund insurance or condemnation award deficiencies pursuant to Section 19.04(d) or 19.05; (iv) to redeem the 1959 Bonds; (v) to refinance, on a long-term, permanent basis, obligations which were issued originally to finance, on a short-term, interim basis, the cost of funding required deposits described in subsection (viii) below, the cost of designing, constructing and equipping Capital Projects described in subsection (i) above, or the cost of tenant improvements and relocation costs described in subsection (ii) above, 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 refund or refinance Special Facility Revenue Bonds (1) pursuant to and only at the times required by the Special Facility Use Agreement dated as of August 1, 1982 by and between City and Delta Air Lines, Incorporated, or (2) pursuant to and only at the times required by any agreements entered into by and between City and any Airline Party pursuant to Section 9.14; (vii) to fund other capitalized costs of implementing the provisions of this Agreement, such as the costs of designing, creating and implementing accounting and cost management systems, and program and construction management costs and expenses; and (viii) to fund required deposits into the Operation and Maintenance Reserve Fund. The use of the proceeds of General Airport Revenue Bonds in the manner set forth in that certain Escrow Deposit Agreement, dated as of April 1, 1983, by and among City, Delta Airlines, Incorporated and Continental Illinois National Bank and Trust Company of Chicago, shall be deemed to constitute a refunding of Special Facility Revenue Bonds "pursuant to . . . the Special Facility Use Agreement dated as of August 1, 1982 by and between the City and Delta Airlines, Incorporated" within the meaning of this section.

(b) It is the intent of City and Airline that obligations issued by City pursuant to this Section 8.02 will be issued at such times and on such terms as will result, for all such obligations in the aggregate, in the lowest annual Debt Service reasonably obtainable. Nevertheless, the terms and conditions of obligations issued by City pursuant to this Section 8.02 shall be determined by City in its sole discretion, including, but not limited to, the amount, term, redemption provisions and interest rate or rates of such obligations, subject to the following limitations, any or all of which may be waived by a Majority-in-Interest:

(i) City shall, to the extent permitted by law, cause interest on each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 to finance or refinance a Capital Project to be capitalized to and including a date not less than six (6) months beyond the estimated date of completion of construction of such Capital Project.

(ii) Each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 by City (other than obligations issued to finance, on a short-term, interim basis, the cost of designing, constructing and equipping Capital Projects, or the cost of funding required deposits into the Operation and Maintenance Reserve Fund, and obligations issued to renew such obligations) shall be issued pursuant to the General Airport Revenue Bond Ordinance or a Special Facility Financing Arrangement and shall

mature over a period of not less than fifteen (15) years and shall provide for approximately level annual payments of principal and interest.

(iii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of designing, constructing and equipping Capital Projects on a short-term, interim basis, the following shall apply:

- (1) City shall permanently finance, pursuant to the requirements of subsection (ii) above, the cost of designing, constructing and equipping each such Capital Project or component thereof on or prior to the issuance of the Cost Allocation Certificate for such Capital Project or component thereof pursuant to Section 9.04(h);
- (2) Any letter of credit or other credit facility arrangement provided to secure such interim obligations, or any renewal obligations, (A) shall be provided by a domestic banking institution, (B) shall not affect any rights or obligations of City or Airline under this Agreement or have the effect of causing Debt Service included in the calculations of Terminal Area Use Charges and Landing Fees to exceed Debt Service calculated in accordance with subsection (3) below, and (C) shall not impose any covenants, restrictions or requirements on City regarding the ownership or operation of the Airport other than those imposed by the General Airport Revenue Bond Ordinance; and
- (3) For the purpose of determining Debt Service on any such interim obligations, or on any obligation of City to repay advances under any such letter of credit or other credit facility arrangement, to be included in the calculation of Terminal Area Use Charges and Landing Fees under this Agreement, Debt Service shall be the lesser of (A) the actual Debt Service on such obligations and (B) the Debt Service which would have resulted if the same principal amount of obligations had been structured to mature on a level debt service basis over a ten (10) year period from the date of issuance of such interim obligations or from the date of incurrence of the obligation of City under such letter of credit or other credit facility arrangement, as the case may be, or the remaining term of this Agreement, whichever is shorter, with interest on such obligations assumed to be payable at a rate equal to the rate specified in the "Revenue Bond Index" published in *The Bond Buyer*, or successor index, and in effect on the date of sale of such interim obligations or on the date such letter of credit is issued or such other credit facility arrangement is entered into, as the case may be.

(iv) Except in accordance with Section 8.02(a)(iv), (v) and (vi), City shall not issue any obligations to refund or refinance any obligations issued pursuant to subsection (a) of this Section 8.02.

(v) City shall not issue any obligations pursuant to subsection (a) of this Section 8.02 which (1) provide for the establishment of a debt service reserve fund in excess of maximum annual debt service (principal and interest) with respect to such obligations, excluding in the case of obligations having maturity of five years or less the principal amount of such obligations, or (2) establish debt service coverage requirements with respect to such obligations in excess of 1.25 times the annual debt service for any Fiscal Year on such obligations, calculated by treating as available net revenues for debt service coverage purposes any balance remaining after all fund deposits required for the previous Fiscal Year under the ordinance or resolution authorizing such obligations have been made. In addition, the ordinance or resolution authorizing the issuance of any obligations pursuant to subsection (a) of this Section 8.02 (1) shall not create any funds other than funds which serve the same function and have deposit requirements determined in the same manner as the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund and the Construction Fund, (2) shall not provide for acceleration of payment of the principal amounts of such obligation, (3) shall provide for the funding of any debt service reserve fund for Junior Lien Obligations from the proceeds of the sale of such Junior Lien Obligations and (4) shall provide that any interest accruing on, and any profit realized from the investment of moneys in any debt service reserve fund established thereunder shall be deposited into the Revenue Fund.

(vi) City shall not amend the General Airport Revenue Bond Ordinance in any way that would change the debt service coverage requirements or the fund deposit requirements, as set forth in Exhibit I attached hereto; provided, however, that this provision shall not preclude increases in the amounts payable pursuant to such requirements where such increases result solely from the application of such requirements resulting from the issuance of General Airport Revenue Bonds or Junior Lien Obligations in accordance with this Article VIII on or after the date on which the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective.

(vii) No ordinance or resolution authorizing the issuance of obligations pursuant to subsection (a) of this Section 8.02 shall materially conflict with any provision of this Agreement.

(viii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of funding required deposits into the Operation and Maintenance Reserve Fund on a short-term, interim basis, the following shall apply:

- (1) Any such obligation shall bear interest at a rate not in excess of the average of the then current prime interest rates of the three largest domestic banking institutions headquartered in Chicago; and
- (2) City shall permanently finance, as soon as reasonably feasible, pursuant to the requirements of subsection (ii) above, the cost of funding such required deposits into the Operation and Maintenance Reserve Fund out of the proceeds of subsequent issues of General Airport Revenue Bonds.

Section 8.03 Notice Of Capital Expenditures For Which No Approval Required.

At least thirty (30) days prior to making any Capital Expenditure (or other permitted expenditure), except Capital Expenditures for Capital Projects of the Fueling System, described in Section 8.01, City shall give written notice thereof to Airline. Such notice shall include an estimate of (a) the cost of the Capital Project, (b) the Operation and Maintenance Expenses resulting therefrom, (c) the sources and uses of funds, (d) the construction schedules, description, and justification for any such Capital Project, and (e) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such Capital Project within twenty (20) days following receipt by Airline of such notice. City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-in-Interest, City shall convene a meeting of Airline Parties and City to discuss such Capital Project.

Section 8.04 Notice Of Issuance Of Obligations For Which No Approval Required.

(a) At least thirty (30) days prior to the issuance of any obligations issued pursuant to Section 8.02 after the Effective Date, except the issuance of obligations issued to fund the cost of designing, constructing and equipping Capital Projects of the Fueling System, City shall give written notice of such financing to Airline. Such notice shall provide (i) in the case of a Capital Project to be financed, an estimate of (1) the cost of such Capital Project, (2) the construction schedules, description and justification for such Capital Project, and (3) the Operation and Maintenance Expenses resulting from such Capital Project; (ii) the terms of such financing and the estimated Debt Service payable as a result thereof; (iii) the proposed allocation of such Debt Service among and within the Cost-Revenue Centers; and (iv) the projected impact of such financing on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon.

(b) Airline may submit to City written comments on such financing within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon request of a Majority-in-Interest filed with City within such twenty (20) day period, City shall convene a meeting of Airline Parties to discuss the financing within ten (10) days of receipt of such request. If expressly requested at such meeting by a Majority-in-Interest, City shall delay the sale of such obligations until a date requested by such Majority-in-Interest, which date shall be not less than twenty (20) nor more than forty (40) days following the date of such request.

Section 8.05 Capital Projects And Issuance Of Obligations For Which Majority-In-Interest Approval Is Required.

(a) Except as provided in this Article VIII, City shall not make any Capital Expenditures for any Capital Project, except for preliminary planning and conceptual design work, or issue any obligations to finance the cost thereof, unless and until such Capital Project and the financing thereof has been approved by a Majority-in-Interest.

(b) Subject to the limitations contained in Article IX and except as provided in Section 8.01, City may, upon approval of a Majority-in-Interest, make any Capital Expenditure for a Capital Project, except for facilities for the exclusive use of any person or persons engaged in the Air Transportation Business, and may issue obligations giving rise to Debt Service to fund each such Capital Project and include such Debt Service in the calculation of Airport Fees and Charges consistent with the terms of this Agreement.

Section 8.06 Method Of Obtaining Approval.

In the event City is required to obtain approval for a Capital Project, or an issuance of obligations, pursuant to Section 8.05, at least forty-five (45) days before making any Capital Expenditure or issuing any such obligation, City shall submit a proposal in writing to all Airline Parties, which proposal shall include an estimate of (a) the cost of such Capital Project, (b) the Debt Service and Operation & Maintenance Expenses resulting therefrom, (c) the sources and uses of funds and the terms of any financing, (d) the construction schedules, descriptions, and justification for any such Capital Project, (e) the proposed allocation of any Debt Service among and within the Cost-Revenue Centers, and (f) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the 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 (i) a Majority-in-Interest approves it, or (ii) City is not notified in writing of Majority-in-Interest disapproval within thirty (30) days of the submission of such proposal by City.

Section 8.07 Issuance Of Obligations By Persons Other Than City.

In the event that pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City, dated as of August 1, 1982, or an agreement between City and another Airline Party pursuant to Section 9.14, a person other than City issues obligations giving rise to Special Facility Revenue Bond and Other Debt Service, (a) the provisions of this Article VIII shall apply to the issuance of such obligations, and (b) such Airline Party shall provide City with all information necessary for City to comply with the notice requirements of this Article VIII.

Article IX.

*Airport Development Plan; Construction Of
Capital Projects.*

Section 9.01 Approval Of Airport Development Plan.

City and Airline each hereby approve the Airport Development Plan attached hereto as Exhibit B. Such approval includes, without limitation, approval of the following items set forth in Exhibit B attached hereto: (a) the Capital Projects described therein, (b) the project scope, descriptions and diagrams of such Capital Projects, (c) the allocation among Cost-Revenue Centers of such Capital Projects, (d) the Airline-Funded Cost of each such Capital Project, (e) the designation as a Priority I Capital Project or a Priority II Capital Project of certain Capital Projects, (f) the inclusion of certain Capital Projects in Category 1 or Category 2, and (g) the estimated commencement and completion dates for each such Capital Project.

Section 9.02 Governmental Approvals.

City shall promptly submit and diligently process to conclusion requests for all necessary governmental approvals for the Capital Projects described in the Airport Development Plan. The highest possible priority shall be given to obtaining necessary approvals for those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structures (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

Section 9.03 Plans And Specifications; Terminal Structure Finish Standards.

(a) City shall, in due course, prepare detailed construction drawings, plans and specifications, and cost estimates for each Capital Project described in the Airport Development Plan, except Capital Projects of the Fueling System, and shall refine the descriptions and diagrams, and the estimated commencement and completion dates, for each such Capital Project; provided, however, that any change in an estimated commencement or completion date shall be consistent with the provisions of Section 9.06(d) and Section 9.11; and provided further, that City shall not materially decrease the total square footage of any Capital Project in the Terminal Area. City shall provide Airline with copies of such detailed cost estimates, descriptions, diagrams and estimated commencement and completion dates. If the detailed cost estimates for any Capital Project are greater than the Airline-Funded Cost therefor, City shall, consistent with its other agreements and obligations under this Article IX, give due consideration to any comments submitted by any Airline Party as to methods that may be employed to reduce such estimated costs. City shall design and construct the Capital Projects in accordance with

design and construction standards which City shall establish for the purpose of ensuring a uniformity of quality for all facilities of similar nature and use at the Airport.

(b) Except to the extent funded pursuant to Section 8.01(b) or pursuant to Majority-in-Interest approval, City shall not materially increase the size, scope or square footage of any Priority I Capital Project, as shown in the Airport Development Plan. In addition, City shall not, without Majority-in-Interest approval, change the geographic location of, materially increase the ratio of Public Use Premises square footage to Exclusive Use Premises square footage of, or materially increase the ceiling height of any Terminal Structure which is included in a Priority I Capital Project, all as shown in the Airport Development Plan.

(c) Any additional cost resulting from (i) an improvement to a Terminal Structure, other than those improvements required to meet the Terminal Structure finish standards described in Exhibit Q attached hereto, or (ii) any moving sidewalks or other horizontal moving devices which are located in concourses, tunnels or other passageways directly serving passenger hold rooms associated with an Airline Party's Aircraft Parking Area, shall be deemed to be a tenant improvement for the Airline Party or Airline Parties occupying such premises, and funding of such additional cost with General Airport Revenue Bonds or Junior Lien Obligations shall be subject to the provisions of Section 9.12.

Section 9.04 Construction.

(a) All construction and equipping of Capital Projects described in the Airport Development Plan shall be done in a good and workmanlike manner.

(b) Each contract for construction work in an amount in excess of \$5,000,000 awarded by City or its agents after the Effective Date for a Capital Project described in the Airport Development Plan shall be publicly bid and awarded to the lowest responsible bidder who has the experience and resources required to perform the work described in such contract; provided, however, that this requirement shall not apply if City determines in good faith that there is only one contractor with the resources and experience necessary to perform the work. City may delegate responsibilities for the designing, construction and equipping of Capital Projects; provided, however, that with respect to contracts awarded after the Effective Date, City shall retain the power and authority to, and shall, enforce all terms and provisions of all design and construction contracts. City shall diligently pursue all appropriate remedies against architects, engineers and contractors for defective design or work with respect to Capital Projects which are described in the Airport Development Plan or which are otherwise approved by a Majority-in-Interest.

(c) City shall employ a construction manager to coordinate, supervise and inspect the construction of Capital Projects described in the Airport Development Plan. The construction manager shall prepare and maintain records of the progress of construction and shall make recommendations in connection with such construction. City and the construction manager shall use their best efforts (i) to cause all work to be accomplished in accordance with the plans and specifications and the estimated commencement and completion dates for each Capital Project, as described in the Airport Development Plan,

and (ii) to coordinate the work so as to avoid change orders which increase costs and to reduce claims for extra work or extra compensation.

(d) The compensation payable to the construction manager and for all design, architectural and engineering services shall be reasonable, and City shall use its best efforts to minimize such compensation. The capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be reasonable and necessary.

(e) Airline may appoint a design and construction representative ("Airline's Construction Representative") for any Capital Project described in the Airport Development Plan which will contain any Exclusive Use Premises of Airline. Airline's Construction Representative shall be knowledgeable in construction matters of the nature involved in the construction of the Capital Project for which such appointment is made. Airline shall identify Airline's Construction Representative to City, and thereafter City shall afford Airline's Construction Representative full access to the work relating to the Capital Project for which Airline's Construction Representative is appointed. City shall permit Airline's Construction Representative to participate in the evaluation of design and construction alternatives for such projects.

(f) A Majority-in-Interest may appoint one or more persons to serve as a construction representative for all Airline Parties ("Airline Parties' Construction Representative") with respect to the construction and operational impact of all Capital Projects described in the Airport Development Plan. The Airline Parties' Construction Representative shall be knowledgeable in construction and operational matters involved in the Capital Projects. A Majority-in-Interest, acting through the Airlines' Representative, shall identify Airline Parties' Construction Representative to City. City shall thereafter afford the Airline Parties' Construction Representative full access to all construction work relating to Capital Projects. City shall permit the Airline Parties' Construction Representative to participate in the evaluation of design and construction alternatives. When potential adverse operational impact is determined by City and the Airline Parties' Construction Representative to be significant, design and construction alternatives, and estimated costs, will be evaluated by City and the Airline Parties' Construction Representative. City shall give due consideration to comments, suggestions and requests of the Airline Parties' Construction Representative regarding construction of Capital Projects and methods designed to reduce or eliminate adverse operational impact and costs.

(g) City shall provide written notice to the Airline Parties' Construction Representative, and to the Airline's Construction Representative with respect to Capital Projects which will contain any Exclusive Use Premises of Airline, of all claims made by contractors for any extra compensation. The notice shall indicate the planned disposition of the claim. If the claim is to be allowed by City, City shall consult with the Airline Parties and Airline, as appropriate, regarding the terms of settlement of the claim. City shall give due consideration to suggestions or comments of the Airline Parties and Airline regarding the terms of the settlement.

(h) Within one hundred eighty (180) days after the completion of a Capital Project or component thereof, City shall prepare, execute and deliver to the Airlines' Representative, and, in the case of a Capital Project or component thereof which includes any Exclusive Use Premises, to those Airline Parties which will occupy such premises, a cost allocation certificate (the "Cost Allocation Certificate"), setting forth in reasonable detail a breakdown of the costs of design, construction and equipping of such project or component, including an allocation of such costs among each of the following:

- (i) the costs allocable to each C.R.C.; and
- (ii) for such costs allocable to the Terminal Area, the costs allocable to (1) Exclusive Use Premises of all Airline Parties (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (2) any Exclusive Use Premises which are part of a Special Facility Improvement, (3) tenant improvements pursuant to Section 9.12, (4) relocation costs incurred pursuant to Section 9.13, (5) Type A Public Use Premises, (6) Type B Public Use Premises, (7) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (8) those Capital Projects enumerated in Section 5.05(b), and (9) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;

and adding for each component a pro rata portion of the costs incurred in connection with (A) the issuance of obligations issued to fund the costs of such project or component prior to the date of completion, (B) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations during the construction period, and (C) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations following the completion of construction. Following the depletion of all amounts in any capitalized interest account held to pay interest on such obligations, City shall amend the Cost Allocation Certificate as necessary to reflect any amounts withdrawn from such capitalized interest account and used to pay interest on such obligations subsequent to the initial preparation, execution and delivery of the Cost Allocation Certificate. In addition, City shall amend the Cost Allocation Certificate to give effect to the application to such Capital Project or component thereof of the proceeds of any obligations issued to fund such project or component after the preparation, execution and delivery of the Cost Allocation Certificate as theretofore amended.

Section 9.05 Airline Cooperation.

(a) Airline shall use its best efforts to take such action as may be reasonably requested of it by City, consistent with this Agreement and any other agreements in effect at such time between City and Airline, to enable City to implement the Airport Development Plan in a timely and cost-effective manner. Airline shall take no action which unreasonably impedes or hinders City from such implementation.

(b) Without limiting the foregoing, Airline shall cooperate with City and shall use its best efforts to take such action as is reasonably requested of it by City in support of City's efforts to (i) seek necessary governmental approvals for the Capital Projects described in the Airport Development Plan, and (ii) seek amendment of the Federal Aviation Regulations (14 C.F.R. Subpart K: High Density Traffic Airports, Section 93.121 et seq.) to eliminate the maximum airport high density rule at the Airport. Airline shall not take any action which impedes or hinders such City efforts.

Section 9.06 Priorities.

(a) The Airport Development Plan designates certain Capital Projects as either Priority I Capital Projects or Priority II Capital Projects.

(b) 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 General Airport Revenue Bonds, Junior Lien Obligations or Special Facility Revenue Bonds, City shall, pursuant to Section 8.02, diligently proceed to issue General Airport Revenue Bonds or Junior Lien Obligations (or, upon request of an Airline Party pursuant to Section 9.14, Special Facility Revenue Bonds, or both) in an amount sufficient to fund the costs of designing, constructing and equipping each Priority I Capital Project described in the Airport Development Plan, 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 ordinance or resolution authorizing such obligations. City shall, pursuant to Section 8.01, use the proceeds of the sale of said bonds to design, construct and equip each Priority I Capital Project for which it has obtained all necessary governmental approvals. Without limiting the foregoing, City shall use its best efforts and employ every reasonable means to commence and complete each Priority I Capital Project for a cost which will not require obligations to be issued in excess of the amount required to pay the Airline- Funded Cost of such Priority I Capital Project. The highest possible priority will be given to the construction and equipping of those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structure (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

(c) Subject to the limitation contained in Section 9.07 on the amount of obligations which City may issue to fund the costs of Priority II Capital Projects, City may design, construct and equip Priority II Capital Projects at such times and on such schedules as it deems appropriate.

Section 9.07 Sources Of Funds.

(a) City's right to issue obligations, pursuant to Section 8.02, to fund the cost of Capital Projects included in the Airport Development Plan is limited to the right to issue obligations in an amount sufficient to fund, reimburse or refinance (i) the actual cost of

designing, constructing and equipping Priority I Capital Projects, (ii) the Airline-Funded Costs of Priority II Capital Projects, (iii) the actual cost of designing, constructing and equipping Capital Projects of the Fueling System, and (iv) 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 ordinance or resolution authorizing obligations issued pursuant to Article VIII.

(b) As of the Effective Date, City shall calculate a Funding Contingency Reserve for each Priority I Capital Project or component thereof equal to thirty percent (30%) of the Airline-Funded Cost of such Priority I Capital Project or component thereof. The Airline-Funded Costs for all Priority II Capital Projects, in the aggregate, shall be reduced by the aggregate amount of such Funding Contingency Reserves, as such reserves are adjusted from time to time pursuant to this Section 9.07, for all Priority I Capital Projects or components thereof. Such reduction in Airline-Funded Costs for Priority II Capital Projects shall be allocated and reallocated from time to time by City among the Priority II Capital Projects; provided, however, that no such allocation or reallocation shall have the result of reducing the Airline-Funded Cost of the Second Taxiway Bridge, identified in the Airport Development Plan as Capital Project AF-1(e).

(c) From time to time, City may request an Independent Architect or Engineer to estimate the total costs of designing, constructing and equipping a Priority I Capital Project or component thereof. Such Independent Architect or Engineer shall make use of awarded contracts and actual costs incurred for such project or component and shall make an estimate of the costs to be incurred under contracts yet to be awarded. In estimating costs under contracts to be awarded, the Independent Architect or Engineer shall inflate an estimate of current design, construction and equipping costs to the estimated midpoint of construction, in accordance with the procedure described in Section 9.08(b)(iii). If, at the time of such estimate of total costs, the Independent Architect or Engineer determines that the dollar amount of awarded contracts and actual costs incurred for a Priority I Capital Project or component thereof constitutes seventy percent (70%) or more of the total estimated cost of such project or component thereof, such architect shall prepare a certificate for City setting forth his estimate of total costs (which costs shall herein be referred to as the "Contract Cost" for such project or component thereof) together with the basis for such estimate and an estimated construction schedule. City shall, within ten (10) days thereafter furnish the Airlines' Representative with a copy of such certificate, together with a notice of any adjustments City will make under this Section 9.07(c) to the Funding Contingency Reserves. In the event that, at the time of delivery of the certificate establishing the Contract Cost, the Contract Cost is greater than the Airline-Funded Cost for such project or component thereof, the Funding Contingency Reserve for such project or component shall be reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above shall be further reduced to an amount equal to ten percent (10%) of the greater of the Airline-Funded Cost or the Contract Cost. An amount equal to the amount, if any, by which the Funding Contingency Reserve is reduced pursuant to the preceding sentence may be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(d) The actual cost of designing, constructing and equipping each Priority I Capital Project or component thereof ("Final Contract Cost") shall be finally determined and certified pursuant to Section 9.04(h). In the event that the Final Contract Cost is greater than the greater of the Airline-Funded Cost or the Contract Cost, the amount, if any, remaining in the Funding Contingency Reserve for such project or component, after the reduction, if any, pursuant to subsection (c) above, shall, upon notice to the Airlines' Representative, be further reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above may, upon notice to the Airlines' Representative, be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(e) Upon determination of the Final Contract Cost pursuant to Section 9.07(d) of a Priority I Capital Project or component thereof, or upon a similar determination for a Priority II Capital Project or component thereof, City shall, after consultation with the Airlines' Representative, increase the Airline-Funded Cost of any Priority II Capital Project or Projects by (i) any amount by which the Final Contract Cost of any Priority I Capital Project or component is less than the Airline-Funded Cost of such Priority I Capital Project or component, as adjusted only pursuant to Section 9.08, and (ii) any amount by which the actual cost of any Priority II Capital Project, or component, is less than the Airline-Funded Cost for such Priority II Capital Project.

(f) City, upon its determination that the cost of designing, constructing and equipping a Priority II Capital Project will exceed the Airline-Funded Cost, and upon notice given to Airline, may from time to time increase the Airline-Funded Cost of such Priority II Capital Project provided that the aggregate amount of all such increases shall not exceed five percent (5%) of the Airline-Funded Cost of such project, as adjusted only pursuant to Section 9.08.

(g) Nothing contained in this Section 9.07 shall be deemed to limit or affect the right and obligation of City to issue obligations pursuant to Section 8.02 and Section 9.06(b) to fund the actual cost of designing, constructing and equipping Priority I Capital Projects.

(h) For purposes of determining the Contract Cost and Final Contract Cost for the Buses, identified in the Airport Development Plan as Capital Project TA- 10(b), pursuant to Sections 9.07(c) and 9.07(d), a depreciable life of five (5) years shall be attributed to the Buses and an interest cost of ten percent (10%) shall be imputed thereto.

Section 9.08 Price Level Adjustments.

The amounts designated as the Airline-Funded Costs of the Capital Projects described in the Airport Development Plan are stated in mid-year 1982 dollars regardless of the projected year of construction. For the purpose of determining the limitation contained in Section 9.07(a) on the right of City to issue obligations and for the purpose of making the adjustments required by Sections 9.03(a), 9.06(b) and 9.07(a), (b), (c), (d), (e) and (f), 9.09 and 9.10, the Airline-Funded Costs of Priority I and Priority II Capital Projects, the

Funding Contingency Reserves for Priority I Capital Projects and the Contract Costs of Priority I Capital Projects, shall be adjusted as follows:

(a) For the purposes of recognizing and allowing for increases or decreases in the cost of final design, construction and equipping of Capital Projects due to inflation or deflation, costs shall be updated to the date of actual expenditure or the projected midpoint of the Capital Project construction period, as appropriate, using the following cost indexes:

- (i) Terminal Area and International Terminal Area -- Building Cost Index (B.C.I.) for the Chicago area published monthly by Engineering News -- Record, or any successor index thereto. (The midyear 1982 B.C.I. (1967 = 100) was stated as 314.24 (E.N.R./July 15, 1982, page 100).)
- (ii) Airfield Area and Terminal Support Area -- Construction Cost Index (C.C.I.) for the Chicago area published monthly by Engineering News -- Record, or any successor index thereto. (The midyear 1982 C.C.I. (1967 = 100) was stated as 338.45 (E.N.R./July 15, 1982, page 100).)

(b) The adjusted Airline-Funded Costs, and the Funding Contingency Reserve, of each Capital Project, or component thereof, shall be determined at the time of the establishment of the Contract Cost pursuant to Section 9.07(c) in accordance with the following procedures:

- (i) With regard to the determination with respect to Airline-Funded Costs, any costs actually incurred as of the date of the establishment of the Contract Cost ("Actual Costs") shall be adjusted back to midyear 1982 costs by dividing such Actual Costs by the sum of one (1) plus the percentage change, expressed to four (4) decimal places (e.g., 0.1225 for a 12.25% increase), in the appropriate cost index from midyear 1982 to the midpoint of the period during which such costs were actually incurred.
- (ii) Airline-Funded Costs shall be reduced by the Actual Costs, as adjusted pursuant to subsection (i) above, and then adjusted forward to the date on which the Contract Cost is established by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the appropriate cost index from midyear 1982 to the month in which the Contract Cost is established.
- (iii) The amount established pursuant to subsection (ii) above shall be further adjusted by multiplying such amount by the sum of (A) one (1) plus (B) the percentage change, expressed to four (4) decimal places, in the appropriate cost index for the year preceding the establishment of the Contract Cost, divided by twelve (12) and multiplied by the number of months estimated by the Independent Architect or Engineer to be equal to the number of months

from the date of the establishment of the Contract Cost to the midpoint month of the construction period.

- (iv) The adjusted Airline-Funded Costs shall be the sum of (A) the Actual Costs plus (B) the amount established pursuant to subsection (iii) above.
- (v) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsections (i) through (iv) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

(c) The adjusted Airline-Funded Cost and Funding Contingency Reserve of a Capital Project or of a component thereof shall be determined at the time of the establishment of the Final Contract Cost pursuant to Section 9.07(d) in accordance with the following procedures:

- (i) Airline-Funded Costs shall be adjusted by multiplying each constituent part of such costs by the sum of one (1) plus the percentage increase, expressed to four (4) decimal places, in the appropriate cost index from midyear 1982 to the midpoint months of the periods in which such costs or a constituent part of such costs included in the Final Contract Cost were actually incurred.
- (ii) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsection (i) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

Section 9.09 Government Grants-In-Aid.

City shall use its best efforts to obtain Government Grants-in-Aid for Capital Projects described in the Airport Development Plan; provided, however, that nothing contained herein shall be deemed to require City to seek any Government Grant-in-Aid for the F.I.S. Relocation Facility or any Capital Project included in City's Phase I Environmental Assessment for the Airport approved by the F.A.A. on July 22, 1982; and provided further, that nothing contained herein shall be deemed to limit the right of City to apply for or use Government Grants-in-Aid for capital projects at any airport functioning as a reliever airport for the Airport. The Airline-Funded Cost of a Capital Project or component thereof shall be reduced by an amount equal to the amount of any Government Grant-in-Aid used by City for such Capital Project; provided, however, that Government Grants-in-Aid used to fund all or a part of the cost of roadway improvements, as described in the Airport Development Plan, shall not reduce the Airline-Funded Costs of such Capital Projects

(except that to the extent that the Airline-Funded Cost of a roadway improvement plus a Government Grant-in-Aid awarded for such roadway improvement exceeds the actual costs of such improvement, the Airline-Funded Costs of other roadway improvements included in the Airport Development Plan shall be reduced by the amount of such excess); and, provided further, that any Government Grants-in- Aid awarded to City prior to the Effective Date may be used by City for purposes other than for Capital Projects described in the Airport Development Plan.

Section 9.10 Additional Costs.

(a) Nothing contained in this Agreement shall be deemed to limit City from constructing any Priority II Capital Project for a cost in excess of the Airline- Funded Cost therefor; provided, however, that to the extent the cost of any Priority II Capital Project exceeds the Airline-Funded Cost therefor, City may not include any Debt Service (or any O. & M. Expenses to the extent that such Priority II Capital Project has been materially increased or changed in scope) attributable to such excess in the calculation of Airport Fees and Charges without approval of a Majority-in-Interest.

(b) The size and Airline-Funded Cost of the Federal Inspection Service Facility portion of the International Terminal Area, as described in the Airport Development Plan, may be increased by a vote of those Airline Parties who paid sixty percent (60%) or more of total Federal Inspection Service Fees paid by all Airline Parties in the Fiscal Year immediately preceding the Fiscal Year in which the contractual commitment for construction of such Federal Inspection Service Facility is made by City.

Section 9.11 Special Conditions.

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 Capital Project described in the Airport Development Plan (other than those projects designated in the Airport Development Plan as being in either Category 1 or Category 2) until such time as:

(a) All necessary governmental approvals have been obtained for the construction of Terminal Building No. 1 (including the associated satellite concourse building); and

(b) There are in effect Airport Use Agreements in which the aggregate number of square feet of premises designated as Additional Footage is not less than 530,000 square feet. For purposes of this Section 9.11(b), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 9.12 Authority To Issue Obligations To Fund Tenant Improvements.

Subject to the provisions of Sections 8.02 and 8.04, and this Section 9.12, and except to the extent that an Airline Party has been reimbursed pursuant to Section 9.13, City may issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to pay, reimburse or refinance (a) the cost of tenant improvements to any Airline Party's Exclusive Use Premises, and (b) all related costs of issuance and associated financing costs, including, but not limited to, the cost 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 ordinance or resolution authorizing such obligations. Such General Airport Revenue Bonds or Junior Lien Obligations may be issued in an amount sufficient to provide proceeds of not more than \$20.00 per square foot of any Phase II (and Phase III, if applicable) Exclusive Use Premises of any Airline Party which were not included in such Airline Party's Phase I (or Phase II, if applicable) Exclusive Use Premises. City may issue such General Airport Revenue Bonds or Junior Lien Obligations and make available the proceeds thereof to any Airline Party, upon the written request of such Airline Party and its written agreement to (i) pay the Debt Service on the General Airport Revenue Bonds or Junior Lien Obligations issued at such Airline Party's request, (ii) use the proceeds of such General Airport Revenue Bonds or Junior Lien Obligations to build, purchase or otherwise acquire such items of personal property or fixtures as are commonly in use at the Airport or at other comparable airports and as are not primarily identified with or usable only by such Airline Party, and (iii) assume all maintenance, operation and repair responsibilities for such improvements; provided, however, that City shall not issue General Airport Revenue Bonds or Junior Lien Obligations at the request of any Airline Party which is in default under its Airport Use Agreement or which cannot demonstrate, to the satisfaction of City, its ability to pay the Debt Service attributable to such obligations. Airline's obligation to pay Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued pursuant to this Section 9.12 shall be limited to (1) Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at Airline's request and (2) a pro rata share of Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at another Airline Party's request as a result of such Debt Service being included in O. & M. Expenses upon such other Airline Party's default. Nothing in this Section 9.12 shall be construed as prohibiting any other means of financing tenant improvements for any Airline Party. Any tenant improvements financed pursuant to this Section 9.12 shall become and remain the property of City, and may not be removed by Airline from such premises.

Section 9.13 Authority To Issue Obligations To Reimburse Certain Airlines For Relocation Costs.

Subject to the provisions of Sections 8.02 and 8.04, City may determine that the relocation of various "Airline Parties" (as defined in the 1959 Airport Use Agreement, which, on the Effective Date, have 1959 Terminal Lease Agreements in effect) from one location to another is necessary to facilitate the Airport Development Plan and may, upon such determination, issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to provide proceeds not in excess of an aggregate amount of \$2,500,000,

as adjusted pursuant to this Section 9.13, to pay the cost of relocating such "Airline Parties" and to pay the cost of preparing substitute space and facilities therefor ((a) excluding payment for unamortized improvements in vacated premises, payment for new aircraft loading bridges and devices and other movable equipment, fixtures and personalty, and (b) including payment for items such as new floor covering, wall covering and decorating consistent with such person's tenant finish standards at the Airport, new signs, the cost of relocating aircraft loading bridges and devices, wall partitions and other movable equipment, trade fixtures and personalty, the cost of the movement of communications equipment and the cost of the modification of fueling facilities); provided, however, that no such reimbursement shall be made to any such "Airline Party" who is acquiring any material increase in linear footage of concourse perimeter adjacent to exclusive aircraft parking area at the time of such relocation; and provided, further, that no such reimbursement shall be made to any such "Airline Party" whose only relocation involves the relocation of holdrooms and, if appropriate, baggage handling facilities within the same concourse. The amount of \$2,500,000 set forth in this Section 9.13 shall be adjusted by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the cost index described in Section 9.08(a)(i) from midyear 1982 to the midpoint of the periods in which the costs described herein are actually incurred.

Section 9.14 Special Facility Improvements.

In the event that an Airline Party elects to fund any Capital Project in the Airport Development Plan through the issuance of Special Facility Revenue Bonds for which such Airline Party has the unconditional obligation to make Debt Service payments, City shall enter into with such Airline Party a Special Facility Financing Arrangement having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (a) City's obligation to issue such bonds, and such Airline Party's right to approve such bonds, (b) the design and construction supervision by such Airline Party, including "fast-track" construction procedures, (c) the reimbursement to such Airline Party for cost of "Common Improvements", as defined therein, (d) the refinancing of costs of Public Use Premises and Aircraft Parking Areas, and (e) credits to such Airline Party pursuant to Section 5.03(b) and Section 5.06(c) of this Agreement.

Section 9.15 Construction Of Fueling System.

The construction of the Fueling System shall be governed by the terms of the Fueling System Lease and the provisions of this Article IX shall not apply thereto.

*Article X.**Airport Development Fund.***Section 10.01 Introduction.**

The provisions of this Article X govern the calculation of the Airport Development Fund payment requirement, and the uses and investment of moneys in the Airport Development Fund.

Section 10.02 Airport Development Fund Payment Requirements.

Beginning with the first Fiscal Year following the earlier to occur of (a) the Date of Beneficial Occupancy with respect to any Exclusive Use Premises in Terminal Building No. 1 and (b) December 31, 1989, and continuing for each Fiscal Year thereafter, there shall be included in the calculation of Airport Fees and Charges an amount equal to twenty percent (20%) of the amount by which Concession Revenues, as reflected in the Final Audit for such Fiscal Year, exceed Concession Revenues for the last full calendar year preceding the Effective Date (the "Airport Development Fund payment requirement"), which payment requirement shall be adjusted in accordance with Section 10.03.

Section 10.03 Airport Development Fund Payment Requirement Adjustments.

(a) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Fund or transferred to the Trustee for deposit into the Revenue Fund for such Fiscal Year from Net Revenues of the Land Support Area pursuant to Section 13.03.

(b) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Development Fund from the Emergency Reserve Fund pursuant to subsection (a) of Section 11.03.

(c) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by the amount by which (i) any passenger facility charge or similar tax at the Airport collected by City during such Fiscal Year (net of the amount, if any, of expenses incurred by City in the imposition and collection of such a charge or tax), exceeds (ii) the amount, if any, of Federal government funding eliminated and replaced by such passenger facility charge or similar tax for such Fiscal Year, as measured by Government Grants-in-Aid under the Airport and Airway Development Act of 1970, as amended, supplemented, or superseded, from time to time, for the Airport in the

Fiscal Year immediately preceding the Fiscal Year in which such passenger facility charge or similar tax is first imposed.

Section 10.04 Payments Out Of Airport Development Fund.

(a) City may make payments out of the Airport Development Fund for one or more of the following uses at or related to (i) the Airport, (ii) Chicago-Midway Airport and Merrill C. Meigs Field, if owned or operated by City as of the Effective Date, or (iii) any airport other than those described above owned or operated by City and approved by a Majority-in-Interest: (1) construction, improvement or repair of runways, taxiways or facilities incidental thereto; (2) installation and maintenance of navigational aids; (3) purchase of land for clear zones and runway and taxiway expansion; (4) aircraft parking areas used in common and not directly adjacent to any exclusive use facilities; (5) roadways, automobile parking lots and garages, and ground transportation systems; (6) heating and refrigeration facilities and other facilities related to utilities (except any such facilities which exclusively serve exclusive use facilities); and (7) improvements to any portion of any structure, which portion is not exclusively used by any person.

(b) Notwithstanding the foregoing, (i) with respect to any airport other than the Airport, payments may not be made out of the Airport Development Fund for improvements to passenger terminals or roadways, automobile parking lots and garages, or aircraft parking areas which directly serve passenger terminals, and (ii) with respect to the Airport and any other airport, payments may not be made out of the Airport Development Fund for any improvements which directly and exclusively benefit any person or persons in the Air Transportation Business.

(c) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, and if amounts in the Emergency Reserve Fund available pursuant to Section 11.03(b) to pay such fees, charges and rentals have been exhausted, City shall make payments out of "Unobligated Funds", as below defined, in the Airport Development Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges. "Unobligated Funds" means all funds in the Airport Development Fund in excess of the aggregate cost of all improvements to be funded from the Airport Development Fund pursuant to notice given in accordance with Section 8.03 or Majority-in-Interest approval granted in accordance with the procedure set forth in Section 8.06.

Section 10.05 Investment Of Airport Development Fund.

Any balance in the Airport Development Fund shall be invested as deemed prudent by City. Any earnings from such investments shall become part of the Airport Development Fund and any losses shall be borne by such fund.

Article XI.

Emergency Reserve Fund.

Section 11.01 Introduction.

The provisions of this Article XI govern the calculation of the Emergency Reserve Fund payment requirement, and the uses and investment of moneys in the Emergency Reserve Fund.

Section 11.02 Emergency Reserve Fund Payment Requirements.

In each Fiscal Year during the period commencing with the Effective Date and ending on December 31, 1998, there shall be included in the calculation of Airport Fees and Charges an amount (the "Emergency Reserve Fund payment requirement") equal to the sum of the amounts which would have been included in "Airport Expense", as defined in the 1959 Airport Use Agreement, on account of depreciation and interest as set forth in subparagraphs (1)(b) and (c) of Section 15.07 of the 1959 Airport Use Agreement and in substantially similar agreements between City and other "Airline Parties", as defined in the 1959 Airport Use Agreement for such Fiscal Year, had the 1959 Airport Use Agreement (and such other substantially similar agreements) remained in effect.

Section 11.03 Payments Out Of Emergency Reserve Fund.

(a) Whenever the amount in the Emergency Reserve Fund exceeds \$7,500,000, City shall make a payment out of the Emergency Reserve Fund in an amount equal to such excess into the Airport Development Fund.

(b) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed

uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, City shall make payments out of the Emergency Reserve Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges.

(c) In the event of any awards, judgments or settlements resulting from any of the events described in 19.01(a)(i), City shall make payments out of the Emergency Reserve Fund in respect of such awards, judgments or settlements (but only to the extent there are no proceeds of insurance available therefor) before including any amounts attributable thereto as O. & M. Expenses in the calculation of Airport Fees and Charges.

Section 11.04 Investment Of Emergency Reserve Fund.

Any balance in the Emergency Reserve Fund shall be invested as deemed prudent by City. Subject to subsection (a) of Section 11.03, any earnings from such investments shall become part of the Emergency Reserve Fund and any losses shall be borne by such fund.

Article XII.

Terminal Support Area.

Section 12.01 Calculation Of Net Revenues Or Net Deficit Of Terminal Support Area.

The Net Revenues, or in the case of a negative number, the Net Deficit, of the Terminal Support Area shall equal:

- (a) Non-Use Agreement Revenues of the Terminal Support Area identified in accordance with Section 6.02 and Section 13.03; minus
- (b) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Support Area in accordance with Section 6.01; minus
- (c) O. & M. Expenses of the Terminal Support Area identified in accordance with Section 6.02.

*Article XIII.**Land Support Area.***Section 13.01 Land Support Area Income And Expenses; Use And Development.**

(a) Except as provided in Sections 13.03 and 13.04, the calculation of Airport Fees and Charges shall not include any costs, expenses or revenues of the Land Support Area.

(b) The Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockheed Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, and any leases between City and Airline (or any subsidiary or affiliate of Airline) described in Exhibit M attached hereto of facilities in the Land Support Area shall, if in effect on the Effective Date, be renewed for a term equal to the term of this Agreement (except as otherwise provided in subsection (c) of this Section 13.01) on the same terms and conditions as are in effect on the Effective Date.

(c) Any lease described in Exhibit M for a cargo facility to be replaced as part of the Airport Development Plan shall terminate pursuant to a reasonable schedule established by City as part of its implementation of the Airport Development Plan. At least one year prior to such termination, (i) City shall pay to Airline "Replacement Cost", as below defined, for Airline's leasehold interest in any such cargo facility, and (ii) City shall make available to Airline a site in the Land Support Area for a new cargo facility at least equal in size to the area being surrendered that is used by Airline for (1) the cargo building, (2) employee parking, (3) truck maneuvering areas, and (4) parking adjacent to the building for cargo handling equipment (the "Replacement Site"), excluding, however, all areas used for aircraft parking. City shall submit to Airline a new cargo facility ground lease for the Replacement Site (1) having a term beginning with the earlier of (A) the completion of Airline's replacement facilities (as certified by the Independent Architect or Engineer) and (B) one year following the date that the Replacement Site is made available to Airline, (2) having a ground rental at a rate equal to the rate provided for under the lease surrendered by Airline, (3) containing to the extent possible the same terms and conditions included in the surrendered lease, and (4) granting rights to exclusive and nonexclusive aircraft parking apron at least equal in size to any exclusive and nonexclusive aircraft parking apron available to Airline for the facility to be replaced. For the purpose of this subsection (c), "Replacement Cost" for such leasehold interest shall mean Airline's pro rata share of the total Airline-Funded Costs of Capital Projects TA-8(a) and IT-5(a). Airline's pro rata share shall be a fraction, the numerator of which shall be the number of square feet of leased building premises in the facility to be replaced, and the denominator of which shall be the total number of square feet of leased building premises in all facilities described in the description of Capital Projects TA-8 and IT-5 as facilities to be replaced.

(d) City shall not remove or permit to be removed any concession located in another Cost-Revenue Center in order to relocate such concession in the Land Support Area. City shall not induce any prospective concession operator to locate in the Land Support Area rather than in another Cost-Revenue Center. In no event shall any car or vehicle rental

concession be located in the Land Support Area. City shall not charge rates for any public parking facility operated in the Land Support Area below the lowest rates charged for public parking facilities in the Terminal Support Area. Nothing contained in this Article XIII shall be construed to relieve City of its obligation to maximize Concession Revenues pursuant to Section 16.01(c).

(e) Subject to subsection (d) of Section 13.01 and Section 13.04, City may use and develop the Land Support Area (including the air rights designated on Exhibit G attached hereto) in any manner whatsoever; provided, however, that (i) no such use or development shall materially adversely affect the operation or development of the Airport or the rights or obligations of Airline hereunder, and (ii) those portions of the Land Support Area designated on Exhibit G attached hereto as Aviation Related Land Use Areas shall be used or developed only for purposes related to the functions of the Airport.

Section 13.02 Net Revenues Of The Land Support Area.

The Net Revenues of the Land Support Area for any Fiscal Year shall equal, in the case of a positive number:

- (a) All amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use of, with respect to, or from the operation of, the Land Support Area; minus
- (b) Principal payments, interest payments, fund deposits and all other associated financing costs, for such Fiscal Year, of the Land Support Area; minus
- (c) O. & M. Expenses, for such Fiscal Year, of the Land Support Area identified in accordance with Section 6.02.

City shall separately account for the Net Revenues of that portion of the Land Support Area as described in Section 13.04.

Section 13.03 Deposit Into Airport Development Fund; Credit To Terminal Support Area.

With regard to that portion of the Land Support Area other than the portion described in Section 13.04, City shall, for each Fiscal Year, deposit into the Airport Fund, or, when the pledge of Revenues under the General Airport Revenue Bond Ordinance is in effect, transfer to the Trustee for deposit into the Revenue Fund, in either case for subsequent deposit into the Airport Development Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, of such portion of the Land Support Area for such Fiscal Year, determined in accordance with Section 13.02; provided, however, that, to the extent that

such fifty percent (50%) of the Net Revenues of such portion of the Land Support Area exceeds twice the Airport Development Fund payment requirement established pursuant to Section 10.02, one-half (1/2) of such excess shall be paid out of the Airport Fund or Revenue Fund, as the case may be, into the Airport Development Fund and one-half (1/2) of such excess shall be Non-Use Agreement Revenues of the Terminal Support Area.

Section 13.04 Central Parking Area.

(a) The air rights over the area designated in Exhibit G as "Central Parking Area" shall be part of the Land Support Area but City shall not develop such air rights unless it first (i) submits to the Airline Parties a description of the development plan for such area including an analysis of costs and a construction schedule in sufficient detail to enable the Airline Parties to make an informed judgment thereon and (ii) receives approval of a Majority-in-Interest for such development plan; provided, however, that Majority-in-Interest approval may be withheld only if such development (1) will materially adversely affect the availability of automobile and other vehicle parking for users of the Terminal Area, (2) will materially adversely affect the operation of the Ground Transportation System, (3) will materially adversely affect the safety or operation of the Airport, (4) will violate any federal or state law, rule or regulation relating to the operation of the Airport, or (5) will increase Airport Fees and Charges.

(b) City shall, for each Fiscal Year, deposit into the Airport Fund or, if the pledge of Revenues under the General Airport Revenue Bond Ordinance is then in effect, transfer to the Trustee for deposit into the Revenue Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, as described in Section 13.02, for such Fiscal Year, from the development of the air rights over the Central Parking Area. Such amount, if any, shall be Non-Use Agreement Revenues of the Terminal Area.

Article XIV.

International Terminal Area.

Section 14.01 Fees And Charges.

City shall use its best efforts to induce each person engaged in the Air Transportation Business which leases premises in the International Terminal Area to execute an airport use agreement which (a) has a term of not less than ten (10) years, and (b) requires the payment of such rentals and charges as, when aggregated together with other Non-Use Agreement Revenues of the International Terminal Area (including Federal Inspection Service Fees) and Terminal Support Area Net Revenues, if any, allocated to the International Terminal Area, will be sufficient to pay for Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area, O. & M. Expenses of the International Terminal Area, and

Terminal Support Area Net Deficit, if any, allocated to the International Terminal Area. In any event, City shall impose rentals, charges and Federal Inspection Services Fees on any person engaged in the Air Transportation Business leasing premises in, or using the Federal Inspection Service Facility portion of, the International Terminal Area, sufficient to cover such person's pro rata share of the foregoing costs and expenses based upon such person's use of the International Terminal Area.

Section 14.02 Calculation Of Net Revenues Or Net Deficit Of International Terminal Area.

The Net Revenues, or in the case of a negative number, the Net Deficit, of the International Terminal Area shall equal:

- (a) Non-Use Agreement Revenues of the International Terminal Area identified in accordance with Section 6.02, including rentals, charges and Federal Inspection Service Fees paid to City by users of the International Terminal Area (except late payments collected and applied in accordance with Section 16.03(b));

plus

- (b) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area;

plus

- (c) Any amounts paid, as a result of a default by a user of the International Terminal Area, out of the Airport Development Fund in accordance with Section 10.04(c) or out of the Emergency Reserve Fund in accordance with Section 11.03(b);

minus

- (d) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area in accordance with Section 6.01;

minus

- (e) O. & M. Expenses of the International Terminal Area identified in accordance with Section 6.02;

minus

- (f) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area.

Article XV.

Responsibilities Of Airline.

Section 15.01 Maintenance, Replacement And Repair.

(a) Airline shall, in accordance with Exhibit N attached hereto, be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises, and shall clean and keep clear of debris Airline's Aircraft Parking Areas. Airline's responsibility for maintenance, replacement and repair of the Fueling System shall be governed by the terms of the Fueling System Lease. 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, at such locations.

Section 15.02 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 his 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 his authorized representative 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 15.03 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 15.04 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. Subject to the provisions of Section 9.12, 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 any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

Section 15.05 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 15.06 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 XV, 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 15.07 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 Landing Fees, Terminal Area Use Charges and Federal Inspection Fees, if any, payable by it, or if such books, records and accounts are not maintained at such office, it 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, to examine, make copies of, and take extracts from such books, records and accounts.

Section 15.08 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, (b) is qualified to do business in the State of Illinois, and (c) 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 in, and to the jurisdiction of the courts of, the State of Illinois with respect to any action or suit, at law or in equity, brought by City to enforce this Agreement.

Section 15.09 Qualification In The State Of Illinois.

Airline warrants that it is, and throughout the term of this Agreement it (or the surviving, resulting or transferee corporation permitted by Section 15.08) will continue to be, duly qualified to do business in the State of Illinois.

Article XVI.

Obligations Of City.

Section 16.01 Operation And Maintenance Of Airport.

(a) City shall, in accordance with Exhibit N attached hereto, operate, maintain and keep in good repair, and expend such amounts for O. & M. Expenses as shall be reasonable and necessary therefor, all of the areas and facilities of the Airport, except as specifically excepted by Section 15.01. City's obligation with respect to the operation and maintenance of the Fueling System shall be governed by the terms of the Fueling System Lease.

(b) City shall operate and maintain the Airport, and any other airport for which City makes payments out of funds in the Airport Development Fund, 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 Airport and lease space to concessionaires in a manner so as to produce, subject to the provisions of this Agreement, Concession Revenues of a nature and amount which would be produced by a reasonably prudent airport operator 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 at the Airport (excluding the Land Support Area), 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 proposed 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 15.01, City shall take all actions necessary to keep the 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 hereafter constructed 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 16.02 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 16.01(a), Airline may, but is not required to, perform, by itself or jointly with any other 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 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 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 16.03 Pursuit Of Remedies Against Defaulting Airline Parties And International Terminal Area Users.

(a) A default by any Airline Party in the payment of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees, or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), or a default in the payment of rentals, charges or Federal Inspection Service Fees imposed on any person engaged in the Air Transportation Business for the use of the International Terminal Area, may, if not cured, result in a greater amount of Terminal Area Use Charges, Landing Fees and Fueling System Fees payable by Airline than would otherwise have been required. Accordingly, City shall diligently pursue all appropriate remedies against any such defaulting Airline Party or International Terminal Area user on behalf of and for the benefit of the non-defaulting 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 fees, charges or rentals collected by City from a defaulting Airline Party or International Terminal Area user shall be paid in the following manner:

- (i) first, pro rata, to each non-defaulting Airline Party to the extent such Airline Party paid such fees, charges or rentals;
- (ii) next, to the Airport Development Fund to the extent amounts from such fund were used to pay such fees, charges or rentals;
- (iii) then, the remainder, if any, to the Emergency Reserve Fund to the extent amounts from such fund were used to pay such fees, charges or rentals.

(c) At the election of Airline Parties who have paid more than fifty percent (50%) of the amount owed by any defaulting Airline Party or International Terminal Area user hereunder, such Airline Parties 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 Airline Parties assuming the prosecution of such remedies, and any amount recovered shall be distributed as provided in subsection (b) above.

Article XVII.

Rules And Regulations; Compliance With Laws.

Section 17.01 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 five (5) sets of 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 17.02 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 XVIII.

Exercise By City Of Governmental Functions.

Section 18.01 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 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 18.02 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 XIX.

Indemnity, Insurance And Condemnation.

Section 19.01 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, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds 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 19.01(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 taking-off of aircraft, provided that any liabilities of Airline and all other Airline Parties under this Section 19.01(a)(i) shall be treated as O. & M. Expenses and shall be allocated to the Airfield Area, 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 (other than any use or occupancy covered by subsection (a)(i) of this Section 19.01) 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 (except as provided in the next sentence) 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 following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all Airline Parties and conducted as directed by a Majority-in-Interest, and (ii) all expenses, including attorneys' fees, settlements and judgments shall be paid by City and included in O. & M. Expenses and shall be allocated to the Airfield Area. 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 19.02 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 19.03 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. Such policies of insurance shall name City and the Trustee, if any, as co-assureds as their interests may appear. 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 19.03 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 19.03 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 19.03, then the provisions of this Section 19.03 shall be subject to the applicable provisions of such other agreement.

(f) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XIX.

(g) City shall furnish to Airline's Representative copies of any notices received by City or the Trustee covering any of the matters contained in this Article XIX.

Section 19.04 Use Of Insurance Proceeds.

(a) If Airline's Exclusive Use Premises or Airlines' Aircraft Parking Area, 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 obligations issued pursuant to Article VIII 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 Terminal Area Rentals and Terminal Area Use Charges until Airline's Exclusive Use Premises are restored pursuant to this Section 19.04(a).

(b) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Areas and Land Support Area is damaged or destroyed by fire or other casualty, City, after consultation with Airlines' Representative, 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) to such other condition, character and value as may be agreed upon by City and a Majority-in-Interest.

(c) If the net proceeds of insurance received on account of damage to or destruction of any premises are in excess of the amount necessary to repair, reconstruct and restore such

premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(d) City may issue, pursuant to Sections 8.02 and 8.04, obligations to fund, or reimburse Delta Air Lines, Inc., or another Airline Party for, any "Insurance Deficiency" as defined in, and pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, or pursuant to any identical or substantially similar provision in any other special facility agreement entered into by City and any Airline Party pursuant to Section 9.14.

Section 19.05 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 or Airline's Aircraft Parking Area.

(b) Any condemnation or taking of such a substantial part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area 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 Airline's Exclusive Use Premises or Aircraft Parking Area 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 Airline Party.

(c) In the event of a Partial Taking with respect to any Airline Party or 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 General Airport Revenue Bonds or Junior Lien Obligations, City shall nevertheless restore or replace (subject to unavoidable delays) the premises subject to such Partial Taking, and may issue General Airport Revenue Bonds or Junior Lien Obligations and pay the cost of the deficiency (the "Condemnation Award Deficiency") from the proceeds of such issuance. The Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued to fund the amount of a Condemnation Award shall be allocated in accordance with Section 6.01 and shall be included in the computation of Airport Fees and Charges.

(d) In the event that prior to the Effective Date, any Airline Party had funded a Condemnation Award Deficiency and under the terms of any agreement then in effect between City and such Airline Party such funding is to be treated as a loan by such Airline Party to City, then as soon as reasonably practicable after the Effective Date, so long as City shall have the power and right to issue General Airport Revenue Bonds or Junior Lien Obligations, City shall issue General Airport Revenue Bonds or Junior Lien Obligations in

an amount sufficient (i) to reimburse such Airline Party for the amount of any such Condemnation Award Deficiency so funded, and (ii) to pay such Airline Party the amount of any interest expense actually incurred by it, and not previously paid to such Airline Party by City, with respect to such Condemnation Award Deficiency. The Debt Service on such General Airport Revenue Bonds or Junior Lien Obligations shall be allocated in accordance with Section 6.01 and included in the computation of Airport Fees and Charges.

(e) If for any reason the net proceeds of an award received by City on account of the condemnation or taking of any premises are in excess of the amount necessary to restore or replace such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(f) In the event of a Total Taking of any Airline Party's Exclusive Use Premises or Aircraft Parking Area, the following shall apply:

- (i) Such Airline Party shall receive such portion of the net proceeds received by City on account of such taking as is attributable to such Airline Party's non-removable tenant finishes and equipment; and
- (ii) At the election of such Airline Party, such Airline Party may:
 - (1) terminate this Agreement, in which event the remaining net proceeds received by City on account of such taking shall be used first to redeem General Airport Revenue Bonds or Junior Lien Obligations, if any, and then shall be paid to City; or
 - (2) require City to construct new Exclusive Use Premises or Aircraft Parking Area for such Airline Party at a mutually agreeable location on the Airport, 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 XX.

Books And Records Of City.

Section 20.01 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 the General Airport Revenue Bond Ordinance. Such books, records and accounts shall

contain all items affecting the computation of Airport Fees and Charges, 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 XXI.

Quiet Enjoyment.

Section 21.01 Covenant Of Quiet Enjoyment.

Upon the payment by Airline of all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges 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.

Article XXII.

Sublease And Assignment.

Section 22.01 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 Terminal Area Rentals and Terminal Area Use Charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and
- (ii) 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 15.08) 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 22.01.

Section 22.02 Assignment By City.

City may assign, in accordance with the General Airport Revenue Bond Ordinance, 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 obligations issued pursuant to Section 8.02.

Article XXIII.

Transition.

Section 23.01 Transfer Of Funds.

On the Effective Date, City shall transfer any cash balances, including any accrued interest thereon, derived from the operation by City of the Airport (other than funds in the "Emergency Reserve Account" as defined in and created under the 1959 Airport Use Agreement), and on hand as of the Effective Date, into the Airport Fund; provided, however, that any such funds on hand which, prior to the Effective Date, have been approved by a "Majority-in-Interest" (as defined in the 1959 Airport Use Agreement) for use for Capital Projects shall be transferred into the Special Capital Projects Fund.

Section 23.02 Fiscal Year Preceding Effective Date.

City shall treat the period from the date of the end of the last full Airport fiscal year under the 1959 Airport Use Agreement to the Effective Date as a full Fiscal Year of the Airport, and shall prepare an audit and accounting of fees and charges for such period. Any amounts owed to or by Airline for such period shall be treated as charges or credits, as the case may be, with respect to Airline's Terminal Area Use Charges hereunder.

Section 23.03 Fiscal Year Beginning With Effective Date.

City shall treat the period from the Effective Date to the last day of the Fiscal Year in which the Effective Date falls as a full Fiscal Year.

*Article XXIV.**Termination By City.***Section 24.01 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 Landing Fees, Terminal Area Rentals, Terminal Area Use Charges 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 15.08 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 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 24.02 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;

(b) City may, without terminating this Agreement, exclude Airline from possession of its Exclusive Use Premises, and use reasonable efforts to lease the Exclusive Use Premises to another for the account of Airline, holding Airline liable for all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees and other payments due up to the effective date of such leasing and for the excess, if any, of the Terminal Area Rentals and Terminal Area Use Charges 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 Landing Fees, Terminal Area Rentals, Terminal Area Use Charges 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 24.03 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 24.04 Agreement To Pay Attorneys' Fees And Expenses.

In the event Airline defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Landing Fees, Terminal Area Rentals, Terminal Area Use Charges 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 XXV.

Termination By Airline.

Section 25.01 Termination By Airline.

At any time when no obligations issued pursuant to Article VIII 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 having jurisdiction with respect to 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 sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport 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.

Section 25.02 Certain Other Agreements Terminated Upon Termination Of This Agreement.

Upon the termination of this Agreement, by expiration of its term or otherwise, all agreements and leases entered into between Airline and City identified on Exhibit M shall likewise be terminated, except to the extent that any such agreements have been extended by City and Airline subsequent to the Effective Date.

Section 25.03 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 XXVI.

Equal Opportunity.

Section 26.01 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 or national origin, nor 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 or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; 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 26.01. 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 issued September 24, 1965, 3 C.F.R., 1964 -- 65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance, Airline will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 26.02 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 26.03 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 26.04 Nondiscrimination In Furnishing Services.

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

Section 26.05 Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, 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.

Article XXVII.

Miscellaneous.

Section 27.01 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 Airport 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 27.02 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, City Hall, 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:

General Offices
Outagamie Airport
Appleton, Wisconsin 54911

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 27.03 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 27.04 No Additional Waiver Implied By One Waiver.

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 27.05 Termination Of Certain Other Agreements On Effective Date; Amendments.

This Agreement shall supersede the 1983 Use Agreement, the 1959 Airport Use Agreement, the 1959 Terminal Lease Agreement, and any other agreement, written or oral, between City and Airline relating to the Airport, other than the Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockheed Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, and those agreements set forth in Exhibit M hereto;

provided, however, that any rights and obligations with regard to rentals, charges or fees paid or payable under the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement accrued as of the Effective Date shall remain in effect. Except as otherwise expressly provided, this Agreement may be amended only in a writing signed by City and Airline.

Section 27.06 Distribution Of Funds Upon Termination.

All amounts remaining in the Emergency Reserve Fund and the Airport Development Fund at the termination of this Agreement and all other Airport Use Agreements shall be transferred by City into its corporate fund. All amounts remaining in any other funds created under this Agreement shall be used by City for the purposes for which such funds were created so long as the Airport is used by any Airline Party for the operation of an Air Transportation Business.

Section 27.07 No Abatement Or Set-off.

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees or Fueling Systems Fees which it is obligated to pay hereunder. Nothing contained in this Section 27.07 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 27.08 Provisions Relating To Special Facility Agreement.

(a) If Airline is obligated, at any time, to make payments of interest on, premium, if any, and principal of Special Facility Revenue Bonds, then the following shall apply:

- (i) If, while any such bonds are outstanding, the agreement creating and governing such obligation of Airline (the "Special Facility Agreement") terminates or is terminated for any reason, whether or not in accordance with its terms, then this Agreement shall likewise terminate; provided, however, that nothing herein shall be deemed to terminate this Agreement if such Special Facility Agreement terminates or is terminated when no such Special Facility Revenue Bonds are outstanding; and provided further, that neither this Agreement nor any such Special Facility Agreement shall be terminated by virtue of the issuance of obligations thereunder for the refunding or refinancing of any such bonds.

(ii) Airline's continued rights to use and occupy its Exclusive Use Premises shall be conditioned upon the performance and observance by Airline of its covenants and agreements in the Special Facility Agreement; provided, however, that such condition shall not be deemed to be violated unless any period established in such Special Facility Agreement for curing any failure to perform or to observe such covenants and agreements has expired without such failure being cured.

(b) In the event that Airline and City are parties to a Special Facility Agreement dated prior to the date of execution of this Agreement, it is the understanding and agreement of City and Airline that City would not have demised and let any Exclusive Use Premises to Airline hereunder if Airline had not heretofore undertaken the duties and obligations required to be performed and observed by the Airline under the terms of such Special Facility 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 _____ President and its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest:

City of Chicago

City Clerk

Mayor

Approved:

Comptroller

Department of Aviation

Commissioner

Approved:

Corporation Counsel

Attest:

By:

(Signed) Kathy Comins,
Corporate Secretary

(Signed) Preston H. Wilbourne,
President and Chairman,
Air Wisconsin,
Incorporated

[Exhibits A through H and Exhibits O and Q attached to this
Amended and Restated Airport Use Agreement and
Terminal Facilities Lease printed on pages 17416
through 17558 of this Journal.]

Exhibits I, J, J-1, K, K-1, L, M, N and P attached to this Amended and Restated Airport
Use Agreement read as follows:

Exhibit "T".

City Of Chicago

*1983 Chicago-O'Hare International Airport
General Airport Revenue Bond Ordinance*

Adopted: _____, 1983

*An Ordinance Authorizing
The Issuance
By The City Of Chicago Of Its
Chicago-O'Hare International Airport
General Airport Revenue Bonds,
And Providing For The Payment Of
And Security For Said Bonds.*

Whereas, The City of Chicago is a home rule unit of local government, duly organized and 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 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 said airport and to issue Bonds (as hereinafter defined), payable solely from Revenues (as hereinafter defined), to pay the costs of improvements to, and expansions of, said airport; now, therefore,

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

Article I.

Definitions And Interpretation.

Section 101. Short Title:

This ordinance may hereafter be cited as the "1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance."

Section 102. Definitions.

The following terms, for all purposes of this ordinance, and of any ordinance amendatory or supplemental hereto, and of any certificate, opinion or other document herein mentioned, shall have the meanings herein specified unless the context clearly indicates otherwise:

"Accounts" means the special accounts created and established pursuant to Articles IV and V.

"Aggregate Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Debt Service with respect to such Bond Year or other specified 12-month period and to the Bonds of all Series.

"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.

"Airline Party" means, at any time, any person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with the City, either directly or through a valid assignment.

"Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached to the Airport Use Agreements, 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.

"Airport Development Fund" means the Airport Development Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Development Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Airport Development Fund from any source in any Fiscal Year under the Airport Use Agreements.

"Airport Development Plan" means the Airport Development Plan as said term is defined in the Airport Use Agreements.

"Airport Fees and Charges" means Airport Fees and Charges as said term is defined in the Airport Use Agreements.

"Airport Fund" means the Airport Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Use Agreements" means (a) the airport use agreement and terminal facilities leases entered into between the City and various companies engaged in the Air Transportation Business as authorized by an ordinance adopted by the City Council of the City on _____, 1983, entitled:

"An Ordinance Authorizing The City Of Chicago To Execute New Airport Use Agreements With United Airlines, Incorporated, American Airlines, Incorporated, Trans World Airlines, Incorporated, Northwest Orient Airlines, Incorporated, Delta Air Lines, Incorporated, and US Air, Incorporated".

(b) 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 Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) above, and (c) 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 Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) 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 in accordance with their terms and Section 714.

"Annual Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period and to Bonds of a particular Series, an amount of money equal to the sum of (a) all interest payable during such Bond Year or other specified 12-month period on all Bonds of said Series Outstanding on said date of computation and (b) all Principal Installments payable during such Bond Year or other specified 12-month period with respect to all Bonds of said Series Outstanding on said date of computation, all calculated on the assumption that Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Ordinance of Principal Installments payable at or after said date of computation.

"Authorized Newspapers" means not less than two newspapers or financial journals, printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York.

"Authorized Officer" means (a) the Mayor, the City Treasurer, the City Comptroller, or any other official of the City designated as an "Authorized Officer" under this Ordinance by the Mayor by a Certificate signed by the Mayor and filed with the Trustee for so long as such designation shall be in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his office.

"Bond Counsel" means a firm of attorneys having expertise in the field of law relating to municipal, state and public agency financing, selected by the City and satisfactory to the Trustee.

"Bondholder" or "holder" or words of similar import, when used with reference to a Bond, means any person who shall be the bearer of any Outstanding Bond registered to bearer or not registered, or the registered owner of any Outstanding Bond at the time registered other than to bearer.

"Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to this Ordinance.

"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding year.

"Capital Project" means a capital improvement at the Airport, or the acquisition of land beyond the then-current boundaries of the Airport for use as a part of the Airport.

"Capitalized Interest" means any amount included in the proceeds of any Series for the payment of interest on Bonds.

"Capitalized Interest Account" means an Account maintained in the Construction Fund for the deposit of the portion, if any, of the proceeds of any Series representing Capitalized Interest.

"Certificate" means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any Certificate of the City may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such Certificate knows, or in the exercise of reasonable care should have known, that the opinion or representation with respect to the matters upon which such Certificate may be based, as aforesaid, is erroneous. The same officer of the City, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Ordinance, but different officers, counsel, accountants or other persons may certify to different facts, respectively. Every Certificate, and every certificate or opinion of counsel, accountants, engineers or other persons provided for herein shall include:

(a) a statement that the person making such certificate or opinion or representation has read the pertinent provision of this Ordinance to which such statement, certificate, opinion or representation relates;

(b) a brief statement as to nature and scope of the examination or investigation upon which the statements, opinions or representations are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and

(d) with respect to any statement relating to compliance with any provisions hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

"City" means 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 Council" means the City Council of the City, or any succeeding governing or legislative body of the City.

"Code" means the Internal Revenue Code of 1954, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and, with reference to any Series, as applicable to obligations issued on the date of issuance of such Series.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of the City, or any successor or successors to the duties of such official.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of the City, or any successor or successors to the duties of such official.

"Construction Fund" means the Construction Fund created by Section 401.

"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 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, including but not limited to travel and other expenses of any officer or employee of the City in connection with the authorization, offering, sale, issuance and delivery of such Bonds, 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 Airport Consultant, Independent Accountant and the 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, premiums on municipal Bond insurance, credit facility charges and costs and expenses of refunding.

"Counsel's Opinion" means a written opinion of counsel selected by the City (who may be the Corporation Counsel for the City). Any Counsel's Opinion may be based, insofar as it relates to factual matters (information with respect to which is in the possession of the City) upon a certificate or opinion of, or representation by, an officer of the City, unless such counsel knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous.

"Debt Service Fund" means the Debt Service Fund created by Section 501.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501.

"Debt Service Reserve Fund Requirement" means for the current or any future Bond Year an amount equal to the maximum amount of Aggregate Debt Service for such Bond Year.

"Emergency Reserve Fund" means the Emergency Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Emergency Reserve Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Emergency Reserve Fund in any Fiscal year under the Airport Use Agreements.

"Event of Default" means an Event of Default under Section 1201.

"Federal Obligation" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"Fiduciary" means the Trustee or any Paying Agent or any or all of them, as may be appropriate.

"Fiscal Year" means January 1 through December 31 of any year, or such other fiscal year as the City may adopt for the Airport, including any transition fiscal year adopted by the City pursuant to Article XXIII of the Airport Use Agreement.

"Funds" means the special funds created and established pursuant to Articles IV and V or pursuant to Article VII of the Airport Use Agreements.

"Government Grants-in-Aid" means those moneys granted to the City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of Capital Projects; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

"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 Airline Party, (b) shall be satisfactory to the Trustee and (c) 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 Airline Party.

"Interest Account" means the Interest Account in the Debt Service Fund.

"Interest Payment Date" means any January 1 or July 1 on which a Principal Installment or interest on any Series is payable in accordance with its terms and the terms of this Ordinance and the Supplemental Ordinance authorizing such Series.

"Junior Lien Obligations" means any bonds, notes or evidences of indebtedness, other than Bonds and Special Facility Revenue Bonds, issued by the City as permitted by Section 705.

"Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created by Section 501.

"Land Support Area" means the land and air rights identified as the "Land Support Area" on Exhibit G attached to the Airport Use Agreements, and, except as otherwise provided therein, all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

"Maintenance Reserve Fund" means the Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Majority-in-Interest" means a Majority-in-Interest of the Airline Parties determined in accordance with the provisions of the Airport Use Agreements.

"Net Revenues Available for Debt Service" for any Fiscal Year means the net income before extraordinary items of the Airport (excluding the net income of the Land Support Area except to the extent deposited in the Revenue Fund) calculated in accordance with generally accepted accounting principles (a) plus (i) interest payable on Bonds, (ii) interest payable on Junior Lien Obligations, (iii) any transfers to the Revenue Fund from the Airport Development Fund or the Emergency Reserve Fund pursuant to Sections 10.04(c) or 11.03(b) of the Airport Use Agreements, (iv) any balance held in the Revenue Fund at the end of the preceding Fiscal Year and (v) depreciation, amortization of debt discount and financing expenses and (b) minus, to the extent included in such net income before extraordinary items of the Airport, (i) any passenger facility charge or similar tax levied by and on behalf of the City and collected during such Fiscal Year, (ii) interest or other income earned on the Airport Development Fund, the Emergency Reserve Fund and the Construction Fund, (iii) Government Grants-in-Aid (except to the extent used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of Bonds or Junior Lien Obligations), (iv) any amounts derived by

the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (v) gifts to fund Capital Projects and (vi) the proceeds of any condemnation awards.

"Operation and Maintenance Expense Projection" for any Fiscal Year means the estimate of Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) for such Fiscal Year prepared pursuant to Section 7.02 of the Airport Use Agreements.

"Operation and Maintenance Expenses" means Operation and Maintenance Expenses as said term is defined in the Airport Use Agreements.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund" means the Operation and Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund Deposit Requirement" for any Fiscal Year means the amount, if any, required to increase the balance in the Operation and Maintenance Reserve Fund (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth of such Fiscal Year's Operation and Maintenance Expense Projection and as adjusted at midyear pursuant to Section 7.06 of the Airport Use Agreements.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented by Supplemental Ordinances adopted and effective in accordance with Article X.

"Outstanding", when used with reference to the Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Ordinance except:

(a) Bonds cancelled by the Trustee at or prior to such date or theretofore delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which there shall be held in trust and set aside for such payment or redemption (whether at, prior to or after the maturity or redemption date) moneys or Federal Obligations the principal of and interest on which when due or payable will provide moneys, together with the moneys, if any, deposited with the Trustee at the same time, in an amount sufficient to pay the principal or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, and, if such Bonds are to be redeemed, for which notice of such redemption shall have been given as provided in Article VI or

provisions satisfactory to the Trustee shall have been made for the giving of such notice;

(c) Bonds for the transfer or exchange of, in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Ordinance; and

(d) Bonds deemed to have been paid as provided in Section 1401.

"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.

"Principal Account" means the Principal Account in the Debt Service Fund.

"Principal Installment" means, as of any particular date of computation 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 said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with this Ordinance of Sinking Funds Payments payable at or before said future date for the retirement of such Outstanding Bonds, plus (b) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Bonds of such Series, and said future date shall, for all purposes hereof, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Project Account" means each separate Account established in the Construction Fund with respect to any particular Capital Project or Projects.

"Qualified Collateral" means:

(a) Federal Obligations;

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

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

"Qualified Investments" means:

(a) Federal Obligations;

(b) Deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including a Fiduciary, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such deposits, marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

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

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

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

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

and interest by a requisition or payment agreement with the United States of America.

"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 or the Supplemental Ordinance under which such Bond was issued.

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance for the purpose of the refunding of Bonds of any Series and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Ordinance.

"Regulations" means the Income Tax Regulations (26 C.F.R. Part 1) promulgated under and pursuant to the Code.

"Revenue Fund" means the Revenue Fund created by Section 501.

"Revenues" means all amounts received or receivable directly or indirectly by the City for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all Airport Fees and Charges (excluding payments described in subsection (a) below); all other rentals, charges and fees for the use of the Airport (including all rentals and flight fees payable by non-Airline Parties) or for any service rendered by the City in the operation thereof; Concession Revenues, as defined in the Airport Use Agreements, and concession revenues derived from the International Terminal Area, as defined in the Airport Use Agreements; interest payments to the City made pursuant to Section 7.08 of the Airport Use Agreements; interest accruing on, and any profit realized from the investment of, moneys in the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Maintenance Reserve Fund, the Operation and Maintenance Fund, the Special Capital Projects Fund and the Operation and Maintenance Reserve Fund; and City deposits into the Airport Fund or transfers to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04 of the Airport Use Agreements; provided, however, that Revenues shall not include: (a) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of the City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in-Aid (except to the extent used or to be used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by the City.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance pursuant to a Supplemental Ordinance and designated as a Series therein.

"Series 1982 Bonds" means the Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc. Terminal Project) of the City dated November 15, 1982.

"Series 1959 Bonds" means Chicago-O'Hare International Airport Revenue Bonds issued under that certain ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said bonds, "adopted by the City Council of the City on December 29, 1958, as heretofore supplemented by ordinances adopted by the City Council of the City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970 and August 30, 1972.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to the Outstanding Bonds of any Series, the amount required by a Supplemental Ordinance to be paid in any event by the City on a single future date for the retirement of Bonds of such Series which mature after said future

date, but does not include any amount payable by the City by reason only of the maturity of a Bond.

"Special Capital Project Expenditure" means a Special Capital Project Expenditure as said term is defined in the Airport Use Agreements.

"Special Capital Projects Fund" means the Special Capital Projects Fund created pursuant to Article VII of the Airport Use Agreements.

"Special Facility Financing Arrangements" means (a) a lease or loan agreement and any contemporaneous financing instruments relating to Special Facility Improvements entered into by the City pursuant to which the lessee or borrower agrees to make payments to the City during the term thereof in an amount at least equal to the sum of (i) the principal of, premium, if any, and interest on Special Facility Revenue Bonds issued to finance such Special Facility Improvements as the same become due, (ii) all costs of operating and maintaining such Special Facility Improvements required to be paid by the City and for which no mechanism for reimbursement to the City has been established other than payments pursuant to such lease or loan agreement and any contemporaneous financing instrument and (iii) all sinking and other reserve fund payments required by the ordinance or resolution authorizing such Special Facility Revenue Bonds as the same shall become due, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by the City as a result of a default by the original or a subsequent lessee of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds.

"Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed,

installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both.

"Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of the City, with respect to which the principal, premium, if any, and interest are payable solely from the proceeds of the sale of such bonds, notes or other evidences of indebtedness and from rentals or other charges derived by the City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between the City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of the City, and for which the City has no taxing obligation.

"Supplemental Ordinance" means an ordinance supplemental to or amendatory of this Ordinance, adopted by the City Council and effective as provided in Article X.

"Trustee" means the bank, trust company or national banking association appointed as trustee hereunder pursuant to Section 1301 or its successor hereinafter appointed in the manner provided in this Ordinance.

Section 103. Interpretation.

(a) In this Ordinance, unless the context otherwise requires:

(i) The terms "hereby", "hereof", "hereto", "hereunder" and any similar terms used herein refer to this Ordinance, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Ordinance;

(ii) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(iii) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(iv) Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond;

(v) Any percentage of Bonds, for purposes of this Ordinance, shall be computed on the basis of the unpaid principal amount of Bonds Outstanding at the time the computation is made or is required to be made hereunder;

(vi) Any heading preceding the text of the several Articles and Sections of this Ordinance, 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 Ordinance, nor shall they affect its meaning, construction or effect; and

(vii) Articles and Sections mentioned by number only are the respective Articles and Sections of this Ordinance so numbered.

(b) Any publication to be made under the provisions of this Ordinance in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspapers for any or all of the successive publications but may be made in different Authorized Newspapers. If, because of the temporary or permanent suspension of the publication or general circulation of any of the Authorized Newspapers or for any other reason, it is impossible or impractical to publish any notice pursuant to this Ordinance in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

Section 104. Severability Of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Ordinance on the part of the City or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of the Ordinance or of the Bonds.

Section 105. Successors And Assigns.

Whenever in this Ordinance the City is named or referred to, it shall and shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations, and agreements by or on behalf of, and other provisions for the benefit of, the City contained in this Ordinance shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of this Ordinance.

Section 106. Parties Interested Herein.

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any.

Article II.

Authorization, Obligation And Issuance Of Bonds.

Section 201. Authorization For Ordinance.

This Ordinance 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 adoption of this Ordinance 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 herein contained and made is necessary, useful or convenient in order to better secure the Bonds and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. Ordinance To Constitute Contract.

In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Ordinance and any Supplemental Ordinance shall be a part of the contract of the City with the holders of 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 the Bonds or the coupons, if any, thereto appertaining.

Section 203. Authorization Of Bonds.

In order to provide sufficient funds for the financing or refinancing of Capital 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 may be limited by law for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of one or more Capital Projects, (b) the refunding of any Bonds or other obligations issued to finance or refinance one or more Capital Projects, including, but not limited to, the refunding of the Series 1982 Bonds, any other Special Facility Revenue Bonds and Junior Lien Obligations, (c) the refunding of the Series 1959 Bonds or (d) funding of the Debt Service Reserve Fund and any other Fund or Account as specified in the Supplemental Ordinance 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 Revenues and certain other moneys and securities held by the Trustee under the provisions of this Ordinance. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the 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 of or interest on the Bonds. A pledge of the Revenues and of all moneys and securities held or set aside or to be held or set aside by any Fiduciary under this Ordinance is hereby made, and the same are hereby pledged, to secure the payment of the principal and Redemption Price of, and interest on, the Bonds, subject only to the provisions of this Ordinance 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 under this Ordinance. This pledge shall be valid and binding from and after the date of issuance of any Bonds hereunder; the 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, irrespective of whether such parties have notice thereof.

Section 205. Issuance And Delivery Of Bonds.

After their authorization by a Supplemental Ordinance, Bonds of any 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 Ordinance and with the requirements of Section 206 or, in the case of Refunding Bonds, Section 207, the Trustee shall thereupon authenticate and deliver such Bonds 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 Ordinance certified by the City Clerk;

(b) A Counsel's Opinion to the effect that (i) the City had the right and power to adopt this Ordinance and the Supplemental Ordinance authorizing such Series; (ii) this Ordinance and such Supplemental Ordinance 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 in accordance with their terms; (iii) this Ordinance creates the valid pledge of Revenues, moneys and securities which it purports to create; and (iv) upon the execution, authentication and delivery thereof, the Bonds of such Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois and this Ordinance;

(c) A written order as to the delivery of such Series, signed by an Authorized 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 Ordinance;

(d) A copy of the Supplemental Ordinance 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 date or dates, and the maturity date or dates, of the Bonds of such Series;

(iv) The interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, and the Interest Payment Dates therefor;

(v) The manner of dating, numbering and lettering the Bonds of such Series;

(vi) The Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Bonds of such Series or the manner of appointing and designating the same;

(vii) The Redemption Price or Prices, if any, of, and, subject to the provisions of Article VI, the redemption terms for, the Bonds of such Series;

(viii) The amount and due date of each Sinking Fund Payment, if any, for Bonds of like maturity of such Series;

(ix) If so determined by the City, provisions for the sale of the Bonds of such Series;

(x) The forms of the Bonds of such Series, of the coupons to be attached to the coupon 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 Ordinance (except for Bonds authenticated and delivered upon registration and transfer of, or in exchange for, or in lieu of, other Bonds of such Series pursuant to Article III); and

(xii) Any other provisions deemed advisable by the City as shall not conflict with the provisions hereof.

(e) A Certificate stating:

(i) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Debt Service Reserve Fund, so that the amount held therein shall be equal to the 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 Capitalized Interest Account;

(iii) The amount of the proceeds of such Series to be paid to the Trustee for deposit in a Project Account; and

(iv) The purpose or purposes for which the balance, if any, of the proceeds of such Bonds is to be used.

(f) A Certificate stating that Annual Debt Service on such Series in each year such Series is Outstanding constitutes Debt Service as such term is defined in the Airport Use Agreements and may be included by the City in the relevant calculations of Airport Fees and Charges;

(g) If Majority-in-Interest approval is required by the Airport Use Agreements for the issuance of such Series, a Certificate stating that such approval has been obtained;

(h) A certificate of the Independent Airport Consultant setting forth, for each of the five Fiscal Years following the Fiscal Year in which the Consulting Engineer estimates that the Capital Project financed by such Series will be completed, or if there are more than one such Capital Project, the Capital Project scheduled to be last completed, estimates of Revenues and the Operation and Maintenance Expenses and other amounts required to be deposited into the Funds created under this Ordinance, and demonstrating that Net Revenues Available for Debt Service in each such Fiscal Year

shall at least equal an aggregate amount equal to the sum of (i) the amounts required by Section 503 to be deposited for each such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during each such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on Bonds;

(i) With respect to any Series of Bonds issued to pay the costs of Capital Projects not described in the Airport Development Plan, a certificate of an Independent Accountant stating that with respect to any period of 12 consecutive months within the 18 calendar month-period next preceding the date of issuance of such Bonds, the Net Revenues Available for Debt Service were equal to not less than the sum of (i) the amounts required by Section 503 to be deposited for such 12 consecutive months in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for such 12-month period excluding any amount of Aggregate Debt Service which was paid from the Capitalized Interest Account during such 12-month period; and

(j) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Ordinance.

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 referred to in subsections (a), (b), (c), (d), (e), (f) and (g) of Section 206;

(b) If a redemption of Bonds is to be effected, irrevocable instructions 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) If a redemption of Bonds is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 45 days, irrevocable instructions to the Trustee to publish as provided in Article VI notice of redemption of such Bonds on a specified date prior to their redemption date;

(d) 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) in an amount sufficient to pay the Bonds to be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such

Bonds to the redemption date or dates, or (ii) Federal 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, to be sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date or dates or the date or dates of maturity thereof;

(e) Such further documents and funds as are required by the provisions of Article X or any Supplemental Ordinance.

Section 208. Application Of Proceeds Of Bonds And Refunding Bonds.

The proceeds, including accrued interest, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in accordance with the Certificate delivered to the Trustee pursuant to Section 206(e).

Article III.

General Terms And Provisions Of Bonds.

Section 301. Title And Date Of Bonds.

Subject to the provisions of Section 303, each Bond shall be entitled "Chicago-O'Hare International Airport General Airport Revenue Bond" or such other title as may be specified in, and shall bear such additional letter or number Series designation as shall be determined in, the Supplemental Ordinance authorizing such Bonds. Each coupon Bond shall be dated as of the date specified in or determined in accordance with the Supplemental Ordinance authorizing such Bond and shall bear interest, from its date, payable in the case of installments due at and prior to maturity, in accordance with, and upon surrender of, the appurtenant interest coupons as they severally become due. Each registered Bond shall be dated as of the Interest Payment Date next preceding the date of authentication and delivery thereof by the Trustee, except that (a) if such date of authentication and delivery shall be prior to the first Interest Payment Date, said Bond shall be dated as of the date of the Bonds in coupon form, as specified in the Supplemental Ordinance authorizing such Bonds, or, if no coupon Bonds are issued, then as of the date specified in such Supplemental Ordinance, (b) if such date of authentication and delivery shall be an Interest Payment Date, said Bond shall be dated as of such Interest Payment Date, or (c) if interest due on said Bond shall not have been paid in full, then notwithstanding any of the foregoing provisions of this Section, said Bond shall be dated as of the date to which interest has been paid in full on said Bond. Each registered Bond shall bear interest from its date.

Section 302. Payment Dates.

All Principal Installments shall become due on the first day of January and all interest on Bonds shall become due on the Interest Payment Dates, in such years as shall be specified in the Supplemental Ordinance 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 Ordinance as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

Section 304. Place And Medium Of Payment.

Principal, interest and premium, if any, with respect to the Bonds shall be payable in lawful money of the United States of America. The principal of and premium, if any, on the coupon Bonds not registered as to principal shall be payable at the principal corporate trust office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent. Interest on the coupon Bonds shall be payable at the principal corporate trust office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent upon presentation and surrender of the coupons representing such interest. The principal of and premium, if any, on registered Bonds (including coupon Bonds registered as to principal) shall be payable at the principal corporate trust office of the Trustee. Interest on fully registered Bonds without coupons shall be paid by the Trustee by check or draft mailed to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 305. Form And Denominations; Payment Of Interest.

The Bonds of each Series may be issued in the form of coupon Bonds, registrable as to principal only, in the denomination of \$5,000 each, or in the form of fully registered Bonds without coupons, in denominations of \$5,000 or any integral multiple thereof, or in both such forms or in such other denomination or denominations as shall be specified in the Supplemental Ordinance authorizing such Series. Coupon Bonds shall be in form initially payable to bearer with a single coupon attached for each installment of interest thereon, but shall be registrable as to principal only in the manner provided in Section 307. Coupon Bonds shall be payable as to interest only according to the tenor and upon presentation and surrender of the coupons appertaining thereto as they severally become due. Interest on

Bonds in fully registered form shall be payable to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 306. Interchangeability Of Bonds.

(a) Coupon Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with all unmatured coupons attached, may, at the option of the holder thereof, and upon payment by such holder of any charges which the City or the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series, maturity and interest rate of any authorized denominations.

(b) Bonds issued in fully registered form, 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 duly authorized attorney, may at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of coupon Bonds of the same Series, maturity and interest rate with appropriate coupons attached, or of Bonds issued in fully registered form of the same Series, maturity and interest rate, of any of the authorized denominations.

Section 307. Negotiability, Transfer And Registry.

(a) Title to all coupon Bonds, except when registered as to principal otherwise than to bearer, shall pass by delivery as negotiable instruments payable to bearer. Any coupon Bond may be registered as to principal on the registration books maintained by the City at the principal corporate trust office of the Trustee, upon presentation thereof at said office and the payment of a charge sufficient to reimburse the City or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such registration, and such registration shall be noted on such Bond. After said registration, no registration of transfer thereof shall be valid unless made on said books at the request of the registered owner in person or by his attorney duly authorized in writing, and similarly noted on such Bond, but such Bond may be discharged from registration by being in like manner transferred to bearer. Thereafter such Bond may again, from time to time, be registered or discharged from registration in the same manner. Registration of any coupon Bond as to principal, however, shall not affect the negotiability by delivery of the coupons appertaining to such Bond, but every such coupon shall continue to pass by delivery and shall remain payable to bearer.

(b) The transfer of each fully registered Bond and each coupon Bond which shall at the time be registered as to principal other than to bearer shall be registrable only upon the registration books maintained by the City for that purpose at the principal corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of

transfer satisfactory to the Trustee and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for registration of transfer of any such registered Bond, the City shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee or, at the option of the transferee, a coupon Bond or Bonds, with appropriate coupons attached, of the same aggregate principal amount, Series maturity and interest rate as the surrendered Bonds.

(c) As to any coupon Bond registered as to principal other than to bearer the person in whose name the same shall be registered upon the registration books maintained by the City at the principal corporate trust office of the Trustee may be deemed and treated as the absolute owner thereof, whether such Bond shall be overdue or not, for all purposes, except for the purpose of receiving payment of coupons, and payment of, or on account of, the principal or Redemption Price, if any, of such Bond shall be made only to, or upon the order of, such registered owner thereof, but such registration may be changed as above provided, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. 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. The City and any Fiduciary may deem and treat the bearer of any coupon as the absolute owner thereof, whether such coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal other than to bearer, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price, if any, thereof and for all other purposes whatsoever except for the purpose of receiving payment of coupons, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. The City and each Fiduciary may deem and treat the person in whose name any fully registered Bond shall be registered upon the registration books maintained by the City at the principal corporate trust offices of the Trustee as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary shall be affected by any notice to the contrary.

Section 308. Regulations With Respect To Exchanges And Transfers.

In all cases in which the privilege of exchanging Bonds or registering the transfer of Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All registered Bonds surrendered for exchange or registration of transfer shall forthwith be cancelled by the Trustee. All coupon Bonds and the coupons thereto appertaining surrendered in any such exchanges or transfers may, in the Trustee's discretion, be retained in the possession of the Trustee for the purpose of reissuance upon subsequent exchanges, and the Trustee, prior to reissuance of any such coupon Bonds, shall detach therefrom and cancel all matured coupons. For every such exchange or registration of transfer of Bonds, whether temporary or definitive, the City or the Trustee may, as a condition precedent to the privilege of making such exchange or registration of transfer, make a charge sufficient to reimburse it

for any tax, fee or other governmental charge required to be paid with respect to such exchange or registration of transfer, and, except (a) with respect to the delivery of definitive Bonds in exchange for temporary Bonds, (b) in the case of a Bond issued upon the first exchange or registration of transfer of a Bond or Bonds hereunder or (c) as otherwise provided herein, may charge the person requesting such exchange or registration of transfer a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or registration of transfer. Neither the City nor the Trustee shall be required to exchange or register the transfer of Bonds of any Series for a period of ten days next preceding an Interest Payment Date on the Bonds of such Series or, in the case of any proposed redemption of Bonds for a period of ten days next preceding any selection of Bonds to be redeemed or thereafter until the first publication or mailing of any notice of redemption.

Section 309. Bonds Mutilated, Destroyed, Stolen Or Lost.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond (with appropriate coupons attached in the case of coupon Bonds) of like Series, maturity, principal amount and interest rate as the Bond and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of and substitution for the Bond and coupons, if any, destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the City and the Trustee that such Bond and attached coupons, if any, have been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the City and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the City and the Trustee may prescribe and paying such expenses as the City and Trustee may incur in connection therewith. All Bonds and coupons so surrendered to the Trustee shall be cancelled by it. Any such new Bond or coupons issued pursuant to this section in substitution for a Bond or coupons alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City, whether or not the Bond or coupons so alleged to be destroyed, stolen or lost constitute contractual obligations at any time enforceable by anyone, and shall be, to the same extent as such Bond or coupons alleged to be destroyed, stolen or lost and in place of which such Bond was issued, equally secured by the pledge contained in Section 204 with all other Bonds and coupons issued under this Ordinance.

Section 310. Preparation Of Definitive Bonds, Temporary Bonds.

(a) Definitive Bonds shall be lithographed or printed with steel engraved borders. Until the definitive Bonds of any Series are prepared, the City may execute in the same manner as is provided in Section 312 and, upon the request of the City, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and as to exchangeability of coupon Bonds and fully registered Bonds, one or more

temporary Bonds (which may be registrable as to principal and interest) substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, but with or without coupons, in denominations of \$5,000 or any integral multiple thereof, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds in coupon form shall be payable only upon the presentation and surrender of the coupons therefor attached thereto or, if no coupons for such interest are attached thereto, then only upon presentation of such temporary Bonds for notation thereon of the payment of such interest. The City at its own expense shall prepare and execute and, upon the surrender therefor of such temporary Bonds for exchange and cancellation with all unmatured coupons, if any, and all matured coupons, if any, for which no payment or only partial payment has been provided, attached, the Trustee shall authenticate and, without charge to the holder thereof, deliver in exchange therefor, at the principal corporate trust office of the Trustee definitive coupon Bonds, with appropriate coupons attached, or, at the option of the holder, definitive Bonds issued in fully registered form, of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Ordinance.

(b) If the City shall authorize the issuance of temporary Bonds in more than one denomination, the holder of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any other authorized denomination or denominations, and thereupon the City shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 308, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other authorized denomination or denominations as shall be requested by such holder.

(c) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 311. Cancellation And Destruction Of Bonds Or Coupons.

All Bonds paid or redeemed, either at or before maturity, together with all unmatured coupons, if any, thereto appertaining, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds and coupons, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. All interest coupons shall be promptly cancelled upon their payment and delivered to the Trustee. Bonds and coupons so cancelled may at any time be cremated or otherwise destroyed by the Trustee, who shall execute a certificate of cremation or destruction in duplicate by the signature of one of its authorized officers describing the Bonds and coupons so cremated or otherwise destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by the Trustee.

Section 312. Execution.

(a) The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and its corporate seal, or a facsimile thereof, shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk.

(b) In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bonds or coupons shall cease to hold such office before authentication and delivery of the Bonds by the Trustee, such Bonds shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bonds had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office.

(c) The coupons appertaining and to be attached to any Bonds shall bear and be executed by the facsimile signature of the Mayor and the City may from time to time adopt and use for that purpose the facsimile signature of any person who shall have been the Mayor at any time on or after the date of such Bond; notwithstanding that at the date of such Bond such person may not be the duly elected Mayor or that at the time when such Bonds shall be authenticated and delivered or such coupons shall be attached such person may have ceased to hold such office.

Section 313. Authentication.

(a) The Bonds shall bear thereon a certificate of authentication executed manually by the Trustee. No Bond and no coupon thereto appertaining shall be entitled to any right or benefit under this Ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered under this Ordinance and that the holder thereof is entitled to the benefits hereof.

(b) Except as otherwise provided herein, the Trustee, before authenticating and delivering any coupon Bonds, shall cut off, cancel and destroy all matured coupons thereto attached, except matured coupons for which payment in full has not been provided. However, when such Bonds are issued in exchange for registered Bonds upon which interest is in default, as shown by the records of the Trustee, such Bonds shall have attached thereto all coupons maturing after the date to which interest has been paid in full, as shown by the records of the Trustee, and in case any interest installments shall have been paid in part, appropriate notation shall be made on the coupons to evidence such fact.

Article IV.

Construction Fund.

Section 401. Deposits In Construction Fund.

(a) The City shall deposit with the Trustee the amount of the proceeds of any Series specified in the Certificate referred to in Section 206(e)(iii), which amount shall be credited by the Trustee to the Construction Fund, which is hereby created, and shall be held in trust in one or more Project Accounts pending the application of such proceeds as provided in the Supplemental Ordinance under which such Series was issued and shall be subject to the pledge contained in Section 204 in favor of the holders of the Outstanding Bonds pending their application as so provided.

(b) The amount, if any, of Capitalized Interest included in the proceeds of the Bonds of any Series as specified in the Certificate referred to in Section 206(e)(ii) shall be deposited in a Capitalized Interest Account. Separate Capitalized Interest Accounts may be created and maintained for each Series.

(c) The City shall also deposit with the Trustee all Government Grants-in-Aid for or with respect to any Capital Project funded or to be funded in part from the proceeds of Bonds. The Trustee shall be accountable only for moneys actually so deposited. All such Government Grants-in-Aid shall be deposited by the Trustee in the Construction Fund and credited to a Project Account created therefor.

Section 402. Costs Of Capital Projects.

For the purposes of this Ordinance the costs of Capital Projects shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Capital Projects or any part thereof and obligations incurred for the installation and acquisition of machinery and equipment;

(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 costs of title searches 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 Capital Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of Capital Projects, and premiums on insurance, if any, in connection with such Capital Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Capital Projects or the issuance of Bonds therefor;

(g) The Costs of Issuance;

(h) Any cost properly chargeable to such Capital Projects prior to and during construction, installation and acquisition;

(i) 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 such Capital Projects 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 such Capital Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Capital Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of Capital Projects and the financing thereof, including the payment of the costs of interest on Bonds from amounts in the Capitalized Interest Account.

Section 403. Disbursements From Construction Fund.

(a) All disbursements from the Construction Fund (except for disbursements from any Capitalized Interest Account to the Interest Account which shall be scheduled and made as interest is required to be paid on the related Bonds) shall be made in accordance with requisitions signed by the City Comptroller and, except in respect of disbursements for the payment of Costs of Issuance, shall be accompanied by a statement signed by the Commissioner of Public Works, in respect of each payment, as to the following:

(i) Item number of the payment;

(ii) The name of the person, firm or corporation to whom the payment is due;

(iii) The amount to be paid and the Project Account within the Construction Fund to which the item is to be charged;

(iv) The Capital Project and purpose, by general classification, for which payment is to be made;

(v) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Project Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid; and

(vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(b) In respect to disbursements from the Construction Fund, other than payment of Costs of Issuance, in payment for work done in connection with the construction, acquisition and installation of Capital Projects, such requisition, signed by the City Comptroller shall in addition to the accompanying statement to be executed by the Commissioner of Public Works, be accompanied by a certificate signed by a Consulting Engineer certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Construction Fund and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of such Capital Projects delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City.

(c) Upon receipt of any such orders and accompanying certificates the Trustee shall pay each such obligation from the appropriate Project Account in the Construction Fund and the Trustee shall make disbursements in accordance with the directions from the City Comptroller. The moneys held in the Construction Fund shall be invested in accordance with the requirements of Section 505.

Section 404. Progress Reports and Completion Certificate.

Promptly after the construction, installation and acquisition of the Capital Project or Projects for which a Project Account has been established, the City will deliver to the Trustee a Certificate stating the date of such completion.

At least once in each month during the period of the construction, installation and acquisition of each such Capital Project the City will cause the Consulting Engineer to prepare a progress report in connection with such construction, installation and acquisition of such Capital Project, including comparisons between the actual time elapsed and the actual costs and the estimates of such time and costs, which shall have been set forth in a statement prepared by the Consulting Engineer and filed with the City. Copies of such progress reports shall be filed with the Trustee and mailed to the holders of Bonds requesting copies thereof.

Section 405. Disposition Of Remaining Balances.

(a) To the extent that there is any balance remaining in any Project Account established in the Construction Fund after the completion of the Capital Project or Projects for which such Project Account was established, such balance shall be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this section from such Project Account for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts to pay the costs of other Capital Projects, (ii) to make transfers into the Debt Service Reserve Fund to make up any deficiency therein, (iii) to make transfers to the Interest Account, or (iv) to redeem Bonds in accordance with the provisions of this Ordinance.

(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 Certificate attached to the requisition certifying (1) that the Capital Project or Projects to which such balance relates have been completed and (2) that the sum stated in the Certificate is sufficient to pay, and is required to be reserved in the Construction Fund to pay, all items of cost of such Capital Project or Projects to which such balance relates then remaining unpaid, including the estimated amount of any such items the amount of which is not finally determined and all claims against the City arising out of such Capital Project or Projects to which such balance relates;

(iii) a certificate of the Consulting Engineer attached to such requisition, certifying that such Capital Project or Projects to which such balance relates have been completed;

(iv) a Counsel's Opinion stating, in the opinion of the signer, that the City has acquired interests in all property constituting a part of such Capital Project or Projects to which such balance relates and all property incidental thereto sufficient for the purposes of the City, free from all liens, charges, conditions or encumbrances except such as will not under any circumstances cause the possession and use of the property by the City for Airport purposes to be disturbed and that, as to such parts of such Capital Project or Projects to which such balance relates as constitute real property acquired, constructed or installed under the right or interest less than a fee simple or perpetual easement, the right or interest is sufficient for the purposes of the Airport, and that there are no uncanceled mechanics', laborers', contractors', or materialmen's liens on any such property or any moneys of the City on file in any public office where the same should be filed in order to be valid liens against such property or any moneys of the City to which such balance relates, and that, in the opinion of the signer of such Counsel's Opinion, the time within which such liens can be filed has expired; and

(v) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds theretofore issued.

(c) At the direction of the City expressed in a Certificate filed with the Trustee, moneys in any Capitalized Interest Account may be withdrawn and, pursuant to Section 1401, deposited in trust to pay or provide for the payment of Bonds of the Series with respect to which such Capitalized Interest Account is maintained; provided that immediately after such withdrawal there shall be held in such Capitalized Interest Account either moneys in an amount which shall be sufficient, or Qualified Investments the principal of and interest on which when due (without reinvestment thereof) together with the moneys held in such Capitalized Interest Account, shall be sufficient, to provide for the payment when due of the interest to accrue on all Bonds of such Series which remain Outstanding, on or prior to the date to which interest on such Series was originally capitalized.

Article V.

Revenues And Funds.

Section 501. Creation Of Funds And Accounts.

The following Funds and Accounts are hereby created:

- (a) The Revenue Fund to be held and administered by the Trustee;
- (b) The Debt Service Fund and two separate Accounts therein to be known as the Interest Account and the Principal Account to be held and administered by the Trustee;

(c) The Debt Service Reserve Fund to be held and administered by the Trustee; and

(d) The Junior Lien Obligation Debt Service Fund to be held and administered by the Trustee.

In addition, the City agrees to establish and maintain in accordance with the requirements of the Airport Use Agreements an Airport Fund, an Operation and Maintenance Fund, a Special Capital Projects Fund, an Operation and Maintenance Reserve Fund, and a Maintenance Reserve Fund. The City may also create an Emergency Reserve Fund and an Airport Development Fund pursuant to the Airport Use Agreements.

The Trustee shall, at the written request of the City, establish such additional Accounts within any of the Funds established under this Ordinance, and subaccounts within any of the Accounts established under this Ordinance, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts and subaccounts; but the establishment of any such additional Accounts or subaccounts shall not alter or modify any of the requirements of this Ordinance with respect to the deposit or use of moneys in any Fund or Account established hereunder. In addition, the Trustee shall, at the written request of the City, establish additional Accounts within the Junior Lien Obligation Debt Service Fund for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations and for the purpose of establishing the priority of one or more such Accounts over one or more other such Accounts. Nothing herein shall require the City to designate the Trustee as trustee for any Junior Lien Obligations.

Any moneys and securities held in the Revenue Fund or any other Fund or Account created under this section shall be held in trust by the Trustee, as provided in this Ordinance, and shall be applied, used and withdrawn only for the purposes authorized in this Ordinance. All moneys and securities held by the City in the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund shall be accounted for and held separate and apart from all other moneys and securities of the City, shall be applied, used and withdrawn solely for the purposes authorized in this Ordinance and, until so applied, used and withdrawn, shall be held in trust by the City for such purposes. All moneys and securities held by the City in the Emergency Reserve Fund and the Airport Development Fund may be applied, used and withdrawn by the City for any lawful corporate purpose of the City, free of any lien or security interest in favor of the Trustee and the holders of the Bonds, but subject to any requirements of the Airport Use Agreements.

Section 502. Deposit Of Revenues.

Contemporaneously with the initial issuance of Bonds under this Ordinance, all amounts held in the Airport Fund shall be transferred by the City to the Trustee for deposit in the Revenue Fund. Thereafter, all Revenues shall be collected by the City and promptly

deposited to the credit of the Revenue Fund in the name of the Trustee with a depository or depositories, each fully qualified under the provisions of Section 1303 to receive the same as deposits of money held by the Trustee, designated by the City and approved by the Trustee and statements giving the amount of each such deposit and the name of the depository shall be forwarded promptly to the Trustee by the City and by such depository. The Trustee shall be accountable only for moneys actually so deposited.

Section 503. Disbursement From Revenue Fund.

The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first transfer to the City for deposit into the Operation and Maintenance Fund an amount equal to one-twelfth of the amount provided in the Operation and Maintenance Expense Projection for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area or required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Fund each month of the second six-month period of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment.

Second: The Trustee shall next deposit into the Debt Service Fund, without priority one over the other, (i) into the Interest Account an amount equal to one-sixth of the amount of interest which will be due on all Outstanding Bonds on the next Interest Payment Date less any amounts payable from the Capitalized Interest Account and attributable to such Interest Payment Date; provided, however, that if the first Interest Payment Date for any Series is less than six months after the date of such Series the foregoing fraction insofar as such Series shall be concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the first Interest Payment Date for such Series, but thereafter such fraction shall be one-sixth, and (ii) into the Principal Account an amount equal to one-twelfth of the amount of the Principal Installments which will become due on all Outstanding Bonds on the next January 1; provided that if the first Principal Installment due on any Series is due in less than 12 months from the date of such Series the foregoing fraction insofar as such Series is concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the January 1 next ensuing on which a Principal Installment payment is due on such Series, but thereafter such fraction shall be one-twelfth.

Third: The Trustee shall next transfer to the City for deposit into the Special Capital Projects Fund the amount specified by the City in a Certificate filed with the Trustee as the amount to be deposited at such time in such Fund.

(b) On the business day of the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first deposit into the Debt Service Fund the amount, if any, necessary to increase the amount on deposit therein to an amount sufficient to pay the interest and Principal Installments on all Outstanding Bonds becoming due on such interest Payment Date.

Second: The Trustee shall next deposit into the Debt Service Reserve Fund the amount, if any, necessary to increase the amount on deposit therein to an amount equal to the Debt Service Reserve Fund Requirement.

Third: The Trustee shall next transfer to the City for deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half of the Operation and Maintenance Reserve Fund Deposit Requirement, if any, for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area or required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Reserve Fund on the business day of the Trustee immediately preceding the second Interest Payment Date of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to the amount of such adjustment.

Fourth: The Trustee shall next transfer to the City for deposit into the Maintenance Reserve Fund an amount equal to the lesser of (i) \$1,500,000 and (ii) the amount, if any, required to increase the amount on deposit therein to \$3,000,000.

Fifth: The Trustee shall next transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half of the Emergency Reserve Fund Deposit Requirement, if any, for the current Fiscal Year.

Sixth: The Trustee shall next transfer to the City for deposit into the Airport Development Fund an amount equal to one-half of the Airport Development Fund Deposit Requirement, if any, for the current Fiscal Year.

Seventh: The Trustee shall next deposit into the Junior Lien Obligation Debt Service Fund an amount, if any, equal to the amount required by any resolution or ordinance authorizing the issuance of Junior Lien Obligations to be deposited therein on such date.

(c) If at the time deposits are required to be made under paragraphs (a) or (b) of this Section the moneys held in the Revenue Fund are insufficient to make any required deposit, the deposit shall be made up on the next applicable deposit date after required deposits into all other Funds enjoying a higher priority shall have been made in full.

(d) Notwithstanding any other provision of this ordinance, the Trustee and the City shall be mandatorily and irrevocably obligated to apply moneys in the Maintenance Reserve Fund to make up any deficiencies in the Debt Service Reserve Fund. In the event moneys are so applied, the amount applied shall be restored on the next applicable deposit date after all other Fund deposits enjoying a higher priority shall have been made in full.

(e) The amount of the Airport Development Fund Deposit Requirement and the Emergency Reserve Fund Deposit Requirement shall be stated in a Certificate which shall be delivered to the Trustee prior to such deposits.

(f) Notwithstanding any other provision of this Ordinance, at the end of each Fiscal Year amounts on deposit in the Debt Service Fund, the Debt Service Reserve Fund, the Operation and Maintenance Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund and the Junior Lien Obligation Debt Service Fund in excess of the amount required hereunder to be on deposit in such Fund at the end of such Fiscal Year shall be transferred to the Revenue Fund.

Section 504. Use Of Funds.

The moneys on deposit in the Funds and Accounts listed in Section 501, except the Emergency Reserve Fund and the Airport Development Fund, shall be used for the purposes and uses specified as follows:

(a) In addition to disbursements authorized by Section 503, the Trustee shall apply moneys in the Revenue Fund to make up any deficiency arising in the Funds described in clauses First, Second and Seventh of paragraph (b) of Section 503 in the order of their priority one over another and in the manner specified in Section 503 and shall thereafter as may be directed by a Certificate of the City make any payment to an Airline Party required by Sections 5.03(b), 5.06(c) and 7.07 of the Airport Use Agreements.

(b) The moneys in the Operation and Maintenance Fund shall be used by the City only to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) or to repay amounts borrowed from the Operation and Maintenance Reserve Fund. Loans from the Operation and Maintenance Reserve Fund to the Operation and Maintenance Fund shall be repaid as soon as funds for such loan repayment are available in the Operation and Maintenance Fund.

(c) The moneys in (i) the Interest Account shall be used only for the payment of the interest on the Bonds. The moneys in the Principal Account shall be used only for the payment of Principal Installments on the Bonds. The Trustee shall transfer to the Paying Agents the necessary moneys to pay all such interest and Principal Installments becoming due on each Interest Payment Date prior to such Interest Payment Date and the Paying Agents shall apply such amounts to the payment of such interest and Principal Installments on and after the due dates thereof.

(d) The moneys in the Special Capital Projects Fund shall be used only for the purpose of making Special Capital Project Expenditures.

(e) The moneys in the Debt Service Reserve Fund shall be used for the payment of the interest and Principal Installments on Bonds, whenever and to the extent moneys in the Interest Account and Principal Account, respectively, are insufficient therefor. At the direction of the City expressed in a Certificate filed with the Trustee, moneys in the Debt Service Reserve Fund may be withdrawn and deposited in trust to pay or provide for the payment of Bonds pursuant to Section 1401; provided, however, that immediately after such withdrawal the amount on deposit in the Debt Service Reserve Fund equals or exceeds the Debt Service Reserve Fund Requirement.

(f) The moneys in the Operation and Maintenance Reserve Fund shall be used by the City only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund).

(g) The moneys in the Maintenance Reserve Fund shall be used by the City only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport, whether caused by normal wear and tear or by unusual and extraordinary occurrences including costs of painting, major repairs, renewals and replacements and damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the purposes set forth in this paragraph by an Independent Airport Consultant.

(h) The moneys in the Junior Lien Obligation Debt Service Fund shall be transferred by the Trustee to the appropriate trustees or paying agents under the appropriate ordinances or resolutions authorizing the issuance of Junior Lien Obligations for the purpose of paying such amounts as may be required to be paid by such resolutions or ordinances.

Section 505. General Regulations As To Investments.

(a) All moneys held in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and

the Airport Development Fund, shall be invested in Qualified Investments at the direction of the City Treasurer.

(b) Qualified Investments purchased as an investment of moneys in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and the Airport Development Fund, shall be deemed at all times to be a part of such Fund or Account. Qualified Investments so purchased shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any withdrawal or payment from such Fund or Account. For the purposes of any such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any Fund or Account have been invested shall mature not later than the respective dates as estimated by the Trustee based on information provided by the City, when the moneys held for the credit of any Fund or Account will be needed.

(c) In computing the amount in any Fund or Account, obligations maturing within the three-year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three years following the date of computation shall be valued at the lower of amortized value or market value.

(d) For purposes of this Ordinance amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated for each Interest Payment Date after such purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each Interest Payment Date after such purchase to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1 and at any other time required hereunder, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

Article VI.

Redemption Of Bonds.

Section 601. Privilege Of Redemption And Redemption Price.

Bonds of any Series subject to redemption prior to maturity pursuant to the Supplemental Ordinance authorizing such Series shall be redeemable upon published notice as provided in this Article, at such times, at such Redemption Prices plus interest

accrued and unpaid to the redemption date and upon such terms as may be specified in such Bonds, in this Ordinance and in the Supplemental Ordinance authorizing such Series.

Section 602. Redemption At The Election Or Direction Of The City.

In the 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 Ordinance and any Supplemental Ordinance) 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 redeemed. The City shall promptly notify the Trustee in writing of all such payments made by the City to a Paying Agent.

Section 603. Redemption Otherwise Than At City's Election Or Direction.

Whenever by the terms of this Ordinance or the Supplemental Ordinance 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 and, to the extent applicable, Article V, the Trustee shall select the redemption date of the Bonds to be redeemed, and give notice of redemption in the manner prescribed in Section 605.

Section 604. Selection Of Bonds To Be Redeemed By Lot.

In the event of redemption of less than all the Outstanding Bonds of like Series and maturity, the Trustee shall assign to each such Outstanding fully registered Bond a distinctive number for each \$5,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers of all such coupon Bonds of the denomination of \$5,000 then Outstanding and the numbers assigned to such fully registered Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the coupon Bonds of the denomination of \$5,000 bearing the numbers so selected and the fully registered Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such fully registered Bond of a denomination

of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. For the purpose of this Section, Bonds which have heretofore been selected by lot for redemption shall not be deemed Outstanding Bonds.

Section 605. Notice Of Redemption.

When the Trustee shall receive notice from the City of its election or direction to redeem Bonds pursuant to Section 602 and when redemption of Bonds is required pursuant to Section 603, the Trustee shall (but only if the funds then, or committed to be, on deposit with the Trustee and available for such purpose, shall be sufficient to pay the Redemption Price in full) give notice in the name of the City, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed and, in the case of fully registered Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of fully registered Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue and be payable. Such notice shall be given by publication once a week for at least two successive weeks in the Authorized Newspapers, the first such publication to be not less than 30 days nor more than 45 days prior to the redemption date. The Trustee shall also mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, and to the holder of any coupon Bond who shall have filed with the Trustee an address for notices, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

Section 606. Payment Of Redeemed Bonds.

Notice having been given by publication in the manner provided in Section 605, the Bonds or portions thereof called for redemption shall become due and payable on the redemption date so designated at the Redemption Price therein stated, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with, in the case of Bonds registered otherwise than to bearer, a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, and, in the case of coupon Bonds, all appurtenant coupons maturing subsequent to the redemption date, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments

represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If there shall be drawn for redemption less than all of a fully registered Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the fully registered Bond so surrendered at the option of the owner thereof, either coupon Bonds or registered Bonds of like Series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by any Paying Agent so as to be available therefor on said date and if notice of redemption shall have been published as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Article VII.

Covenants Of The City.

Section 701. 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; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Ordinance, so long as any Bonds remain Outstanding and unpaid.

Section 702. Equality Of Bonds.

All Bonds authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof as to security, 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 and the coupons thereto appertaining. The City covenants that it will not issue any obligations, payable from the Revenues or any other moneys pledged herein, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority to or being on a parity with, the Bonds.

Section 703. Punctual Payment.

The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Bonds and all Sinking Fund Payments due hereunder in strict conformity with the terms of such Bonds and of this Ordinance and the Supplemental Ordinances authorizing the Bonds of each Series, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Ordinance, each such Supplemental Ordinance and of the Bonds issued thereunder.

Section 704. Rate Covenant.

(a) The City covenants that it will fix and establish, and revise from time to time whenever necessary, such rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof as will cause in each Fiscal Year a sufficient amount to be on deposit in the Revenue Fund to permit the deposits required by Section 503 to be made.

(b) The City covenants that Revenues in each Fiscal Year in which Bonds are Outstanding shall equal an amount at least sufficient to produce Net Revenues Available for Debt Service of not less than an aggregate amount equal to the sum of (i) the amounts required by Section 503 to be deposited for such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on the Bonds.

Section 705. Against Pledge Of Revenues.

The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 204, other than the Bonds, and shall not create or cause to be created any lien or charge on Revenues, or on any other amounts pledged for the benefit of holders of Bonds under this Ordinance; provided, however, that neither this Section nor any other provision of this Ordinance shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Revenues to be derived on and after such date as the pledge contained in Section 204 shall be discharged and satisfied as provided in Section 1401, 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 Junior Lien Obligation Debt Service Fund.

Section 706. Offices For Servicing Bonds.

The City shall at all times maintain one or more agencies in the City of Chicago, Illinois, or the City of New York, New York, where Bonds and coupons may be presented for payment, where Bonds may be presented for registration, registration of transfer or exchange and where notices, demands and other documents may be served upon the City in respect of the Bonds and coupons or of this Ordinance. The City hereby appoints the Trustee an agent for the registration, registration of transfer or exchange of Bonds and for the service upon the City of such notices, demands and other documents. The City hereby appoints each Paying Agent as an agent to maintain such agencies for the payment or redemption of Bonds and coupons.

Section 707. Insurance.

The 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. Such policies of insurance shall name the City and the Trustee as co-assureds as their interests may appear. Without limiting the foregoing, the 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 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 the 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, the 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 the City, protecting the 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) above 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 the City under this Section shall contain a waiver of subrogation on the part of the insurer in favor of the City and the Airline Parties.

(e) If, at any time, the City is obligated under any other agreement then in effect between the City and any Airline Parties to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this section, then the provisions of this section shall be subject to the applicable provisions of such other agreement.

Section 708. Use Of Insurance Proceeds.

If the Airport, or any portion thereof, shall be substantially damaged or destroyed by fire or other casualty, the City shall deposit with the Trustee the net proceeds of any insurance received with respect thereto, and the Trustee shall deposit such net proceeds in a special trust account or, in the case of damage to or destruction of any Capital Project then under construction, in the Project Account relating to such Capital Project. Moneys on deposit in any such special trust account or Project Account shall be disbursed in the same manner, and subject to the same conditions, as provided in Section 403 with respect to disbursements from the Construction Fund, subject to the following additional conditions:

(a) If an Airline Party's Exclusive Use Premises or Airline's Aircraft Parking Area, as such terms are defined in the Airport Use Agreements, or any portion thereof, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party, 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 the City and such Airline Party.

(b) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Area and Land Support Area, as such terms are defined in the Airport Use Agreements, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party (or its authorized representative), 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, (ii) or such other condition, character and value as may be agreed upon by the City and a Majority-in- Interest.

Section 709. Annual Audit.

The City covenants that it will within six months after the close of each Fiscal Year, 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 preceding Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the coverage requirement contained in Section 704(b) has been satisfied. The City covenants that it will cause a copy of such audit to be delivered to the Trustee and mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection by the holders of the Bonds at the office of the City Comptroller.

Section 710. Power To Issue Bonds And Make Pledge Contained In Section 204.

The City is duly authorized under all applicable laws to issue the Bonds and to adopt this Ordinance and to make the pledge contained in Section 204 in the manner and to the extent provided. The Revenues and moneys and securities so pledged are and will 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 and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Bonds and the provisions of this Ordinance are and will be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Ordinance. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 and all the rights of the Bondholders under this Ordinance against all claims and demands.

Section 711. Further Assurances.

The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance or any Supplemental Ordinance.

Section 712. Prompt Acquisition And Construction.

The City covenants that upon the receipt of the proceeds of any Series issued to pay the costs of Capital Projects, the City will with reasonable dispatch proceed with the construction, installation, and acquisition of such Capital Projects and that it will 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 will cause all materials and equipment incorporated in any such Capital Project to be of good quality, free and clear from any material faults or defects.

The City covenants that no payment will be made from the Construction Fund for labor or materials or to contractors, builders or materialmen, on account of the construction, acquisition and installation of Capital Projects, or any portion 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, servitudes or control for the purposes of such Capital Projects.

Section 713. Tax Covenants.

(a) The City covenants not to take 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 be includable in gross income of the holders of the Bonds for Federal income tax purposes.

(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 or with respect to the payments derived under the Airport 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.

Section 714. Airport Use Agreement.

(a) The City shall operate and maintain the Airport in a manner which will entitle it at all times to charge and collect fees, charges and rentals in accordance with the Airport Use Agreements and shall take all reasonable measures permitted by law to enforce prompt payment to it of such fees, charges and rentals.

(b) The City covenants that it will not rescind, terminate, amend or modify any Airport Use Agreement 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) rescind or terminate any Airport Use Agreement unless an "Event of Default" under Section 24.01 thereof has occurred and is continuing; provided, however, that the City may substitute under an Airport Use Agreement an airline engage in an Air Transportation Business for any Airline Party, if the airline substituted for such Airline Party agrees to undertake all of the obligations and duties of the Airline Party for which it is being substituted under such Airport Use Agreement, or (ii) amend any such Airport Use Agreement to modify the obligation of the Airline Party under such Airport Use Agreement with respect to the payment of Airport Fees and Charges sufficient, after taking into account all other Revenues, to satisfy all of the deposit requirements specified in Section 503 and to satisfy the covenant of the City specified in Section 704(b).

(c) The City covenants that it will file with the Trustee true and complete copies of each Airport Use Agreement and each amendment or supplement to any Airport Use Agreement.

Article VIII.

Administration Of Airport.

Section 801. Management.

The City covenants that in order to assure the efficient management and operation of the Airport and to assure the holders of the Bonds that the airport will be economically and efficiently operated on the basis of sound business principals, it will operate and maintain the Airport under the direction of the Commissioner of Aviation. The City will not take, or allow any other person to take, any action which would cause the Federal Aviation 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 airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute. The City will comply with all valid acts, rules regulations, orders and directives or 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 will remain operative at all times.

Section 802. Operation And Maintenance Of Airport.

The City covenants that it will use its best efforts to see that the Airport shall at all times be operated and maintained in an efficient operating condition; and such repairs shall be made thereto as shall be necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times. The City shall cause all rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof to be collected when and as due and shall prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment thereof. The City will, out of the Operation and Maintenance Fund, 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 (excluding the Land Support Area) or upon any part thereof, or upon the Revenues, 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, or which might impair the security of the Bonds.

Section 803. Maintenance Of Powers.

The City covenants that it will at all times use its best efforts to keep the Airport open for landings and takeoffs of aircraft of any type using facilities similar to those at the Airport and to maintain the powers, functions, duties and obligations now reposed in it pursuant to law, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Bonds or the performance or observance of any of the covenants herein contained. If at any time the City is unable to keep the Airport open for airport purposes as herein provided, it will use its best efforts, to the extent permitted by law, to make such use (including use for other than airport purposes) and take such action with respect to the Airport so as to produce revenues therefrom in accordance with proper and efficient business practices.

Section 804. Independent Airport Consultants.

The City covenants that it will continuously employ an Independent Airport Consultant. The Independent Airport Consultant shall inspect the Airport and make reports thereon and advise and make recommendations to the City in connection with the administration, operation and maintenance thereof, including recommendations for any revisions necessary in fees, rates, and charges to comply with the provisions of this Ordinance, and shall prepare the Operation and Maintenance Expense Projection. Copies of each report and recommendation of the Independent Airport Consultant shall be sent as soon as

available, but not later than 120 days prior to the commencement of each Fiscal Year, to the Commissioner of Aviation, the City Comptroller and the City Budget Director.

Section 805. Airport Budget.

The City shall prepare prior to the beginning of each Fiscal Year an annual budget for the Airport setting forth for the ensuing Fiscal Year in reasonable detail, among other things, estimated Revenues and Operation and Maintenance Expenses. Such budget shall be prepared in accordance with applicable law and shall be made available to the City Council in sufficient time for it to act thereon as required by law. All Operation and Maintenance Expenses shall be reasonable and the total expenditures shall not exceed in any Fiscal Year the total expenditures thus set forth in the annual budget except to the extent approved by the City Council in accordance with law.

Section 806. Leases And Concessions.

The City shall have the right for any term of years to let to any person, firm or corporation, or grant concessions or privileges in, any land of the Airport or any building or structure on such land for any purpose necessary or incidental to the operation of the Airport or for any purpose which in the opinion of the Independent Airport Consultant does not in any way interfere with the operation of the Airport.

Article IX.

Special Facilities.

Section 901. Construction, Installation And Acquisition Of Special Facility Improvements.

The construction, installation and acquisition of Special Facility Improvements is hereby authorized under and pursuant to the terms and conditions hereinafter set forth in this Article.

Section 902. Authorization.

Before any Special Facility Improvement shall be constructed, installed or acquired by the City, the City, pursuant to this Article, shall adopt an ordinance or resolution describing in reasonable detail, sufficient for identification thereof, the Special Facility Improvement to be constructed, installed or acquired by the City, and before any Special

Facility Revenue Bonds are issued the City shall likewise adopt an ordinance or resolution authorizing the issuance of Special Facility Revenue Bonds to finance the cost of construction, installation, or acquisition of such Special Facility Improvement and prescribing the rights, duties, remedies, and obligations of the City and the holders, from time to time, of such Special Facility Revenue Bonds.

Section 903. Special Facility Revenue Bonds.

The Special Facility Revenue Bonds authorized by the ordinance or resolution referred to in Section 902 shall be revenue Bonds payable solely from rentals or other charges derived by the City under and pursuant to a Special Facility Financing Arrangement entered into by and between the City, as lessor or lender, and such person, either public or private, as shall lease, as lessee, the related Special Facility Improvement from the City, or borrow from the City to finance the construction, installation and acquisition of such Special Facility Improvement, and may be issued by the City notwithstanding the limitations, restrictions and conditions contained in this Ordinance relating to the issuance of Bonds; provided, however, that no Special Facility Revenue Bonds shall be issued by the City unless, prior thereto, there shall have been filed with the City a certificate, executed by the Independent Airport Consultant, certifying that the estimated rentals, debt service or other charges to be derived by the City under and pursuant to the related Special Facility Financing Arrangement will be at least sufficient to pay the principal of, premium, if any, and interest on, such Special Facility Revenue Bonds as the same mature and become due, all costs of operating and maintaining such Special Facility Improvement required to be paid for by the City and for which no mechanism for reimbursement to the City has been established other than pursuant to such Special Facility Financing Arrangement and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the Special Facility Revenue Bonds as the same become due; and provided, further, that no such Special Facility Revenue Bonds shall be issued by the City until the City has entered into a Special Facility Financing Arrangement which shall be for a term at least as long as the period during which such Special Facility Revenue Bonds are outstanding and unpaid.

Article X.

Supplemental Ordinances.

Section 1001. Supplemental Ordinances Effective Upon Filing With The Trustee.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon the filing with the Trustee of a copy thereof certified by the City Clerk, shall be fully effective in accordance with its terms:

(a) To close this Ordinance against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Ordinance on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(b) To add to the covenants and agreements of the City in this Ordinance other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(c) To add to the limitations and restrictions in this Ordinance other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(d) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;

(e) To authorize a Series and, in connection therewith specify and determine the matters and things referred to in Section 206 or Section 207, 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 Ordinance 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;

(f) 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 Ordinance; and

(g) To modify any of the provisions of this Ordinance 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 Ordinance shall cease to be Outstanding, and (ii) such Supplemental Ordinance 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 Ordinance and of Bonds issued in exchange therefor or in place thereof.

Section 1002. Supplemental Ordinances Effective Upon Consent Of Trustee.

(a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon (i) the filing with the Trustee of a copy thereof certified by the City Clerk, and (ii) the filing with the Trustee and the City of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Ordinance; or

(2) To insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Ordinance as theretofore in effect.

(3) To provide additional duties of the Trustee under this Ordinance.

(b) Any such Supplemental Ordinance may also contain one or more of the purposes specified in Section 1001, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Ordinance as shall contain one or more of the purposes set forth in subsection (a) of this Section.

Section 1003. Supplemental Ordinances Effective With Consent Of Bondholders.

At any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Ordinance, upon the filing with the Trustee of a copy thereof certified by the City Clerk and upon compliance with the provisions of Article XI, shall become fully effective in accordance with its terms.

Section 1004. General Provisions.

(a) This Ordinance shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article XI and in compliance with Section 8.02(b) (vi) of the Airport Use Agreements. Nothing in this Article or Article XI contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of Section 711 or the right or obligation of the City to execute and deliver to any Fiduciary any instrument which elsewhere in this Ordinance it is provided shall be delivered to said Fiduciary.

(b) Any Supplemental Ordinance referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the City Council without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Ordinance filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Ordinance has been duly and lawfully adopted in accordance with the provisions of this Ordinance, is authorized or permitted by this Ordinance, and is valid and binding upon the City and enforceable in accordance with its terms.

(c) The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Ordinance referred to and permitted or authorized by Sections 1001, 1002 or 1003 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of

counsel (which may be a Counsel's Opinion) that such Supplemental Ordinance is authorized or permitted by the provisions of this Ordinance.

(d) No Supplemental Ordinance shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Article XI.

Amendments.

Section 1101. Mailing And Publication Of Notice Of Amendment.

(a) Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of then Outstanding Bonds at his address, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, (ii) to each holder of any coupon Bond who shall have filed with the Trustee within two years preceding such mailing an address for notices and (iii) to the Trustee.

(b) Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in the Authorized Newspapers.

Section 1102. Powers Of Amendment.

Any modification or amendment of this Ordinance or of any Supplemental Ordinance or of the rights and obligations of the City and of the holders of the Bonds and coupons, in any particular, may be made by a Supplemental Ordinance, with the written consent given as provided in Section 1103 (a) of the holders of at least two-thirds in principal amount of the Bonds Outstanding at the time such consent is given, (b) in case less than all of the several Series of then Outstanding Bonds are affected by the modification or amendment, of the holders of at least two-thirds in principal amount of the then Outstanding Bonds of each Series so affected, and (c) in case the modification or amendment changes the terms of any Sinking Fund Payment, of the holders of at least two-thirds in principal amount of the then Outstanding Bonds of the particular Series and maturity entitled to such Sinking Fund Payment; except that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of

which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Ordinance if the same adversely affects or diminishes the rights of the holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment hereof and any such determination shall be binding and conclusive on the City and all holders of Bonds.

Section 1103. Consent Of Bondholders.

(a) The City may at any time adopt a Supplemental Ordinance making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. A copy of such Supplemental Ordinance (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to Bondholders and shall be published in the Authorized Newspapers at least once a week for two successive weeks (but failure to mail such copy and request shall not affect the validity of the Supplemental Ordinance when consented to as in this Section provided). Such Supplemental Ordinance shall not be effective unless and until (i) there shall have been filed with the Trustee (1) the written consents of holders of the percentages of Outstanding Bonds specified in Section 1102 and (2) a Counsel's Opinion stating that such Supplemental Ordinance has been duly and lawfully adopted and filed by the City in accordance with the provisions of this Ordinance, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms and (ii) a notice have been published as hereinafter provided in this section.

(b) The consent of a Bondholder to any modification or amendment shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1315. A certificate or certificates signed by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1315 shall be conclusive that the consents have been given by the holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bond issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof) unless such consent is revoked in writing by the holder of such Bonds giving such consent or a subsequent holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this section is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1315. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

(c) At any time after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance, the Trustee shall make and file with the City and the Trustee a written statement that the holders of such required percentages of

Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Ordinance (which may be referred to as a Supplemental Ordinance adopted by the City Council on a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of the required percentages of Bonds and will be effective as provided in this section, may be given to Bondholders by the City by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Ordinance from becoming effective and binding as provided in this Section) and by publishing the same in the Authorized Newspapers at least once not more than 90 days after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance and the written statement of the Trustee hereinabove provided for is filed. The City shall file with the Trustee proof of the publication of such notice and, if the same shall have been mailed to Bondholders, of the mailing thereof. A record, consisting of the papers required or permitted by this section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Ordinance making such amendment or modification shall be deemed conclusively binding upon the City, the Fiduciaries and the holders of all Bonds and coupons at the expiration of 40 days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Ordinance in a legal action or equitable proceeding for such purpose commenced within such 40 day period; except that any Fiduciary and the City during such 40 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Ordinance as they may deem expedient.

Section 1104. Modifications By Unanimous Consent.

The terms and provisions of this Ordinance and the rights and obligations of the City and of the holders of the Bonds and coupons hereunder may be modified or amended in any respect upon the adoption by the City Council and filing by the City of a Supplemental Ordinance and the consent of the holders of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 except that no notice to Bondholders either by mailing or publication shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders.

Section 1105. Exclusion Of Bonds.

Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or

other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1106. Notation On Bonds.

Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the holder of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the principal office of the Trustee or upon any exchange or registration of transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds with all unpaid coupons, if any, appertaining thereto.

Article XII.

Default And Remedies.

Section 1201. Events Of Default.

Each of the following events of default is hereby declared an "Event of Default":

(a) Payment of the principal or Redemption Price, if any, of any Bond shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

(b) Payment of any installment of interest on any Bond shall not be made when the same shall become due;

(c) The City shall fail or refuse to comply with the provisions of this Ordinance, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or the Bonds, which materially affects the rights of the holders of the Bonds, and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the holders of not less than 25% in principal amount of the Outstanding Bonds; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the

45 day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all due diligence.

Section 1202. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 1201, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (c) of Section 1201, the Trustee may proceed, and upon the written request of the holders of not less than 25% 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 receive and collect the Revenues adequate to carry out the covenants and agreements as to such Revenues and the pledge contained in Section 204 and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under this Ordinance;

(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 Ordinance, 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 Ordinance 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 Ordinance for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 1203. Priority Of Payments After Default.

(a) In the event that upon the happening and continuance of any Event of Default, the moneys held by any Fiduciary shall be insufficient for the payment of principal or Redemption Price, if any, and interest then due on the Bonds, such moneys (other than moneys held for the payment or redemption of particular Bonds or coupons which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Trustee acting pursuant to this Article, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the holders of the Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by any Fiduciary in the performance of its duties under this Ordinance, shall be applied as follows:

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

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

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Paying Agents, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall

not be required to make payment to the holder of any unpaid coupon or any Bond unless such coupon or such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 1204. Termination Of Proceedings.

In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 1205. Bondholders' Direction Of Proceedings.

Anything in this Ordinance to the contrary notwithstanding, the holders of the majority in principal amount of the Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, except that such direction shall not be otherwise than in accordance with law or the provisions of this Ordinance, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 1206. Limitation On Rights Of Bondholders.

(a) No holder of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under this Ordinance, or for the protection or enforcement of any right or remedy under this Ordinance or any right under law unless such holder shall have given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the holders of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee to be conditions precedent to the execution of the powers under this Ordinance or for any other remedy under this Ordinance or under law. It is understood and intended that no one or more holders of the Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of

this Ordinance, or to enforce any right under this Ordinance or under law with respect to the Bonds or this Ordinance, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all holders of the Outstanding Bonds and coupons. Nothing in this Article contained shall affect or impair the right of any Bondholder to enforce the payment of the principal or Redemption Price, if any, of and interest on his Bonds, or the obligation of the City to pay the principal or Redemption Price, if any, of and interest on each Bond issued under this Ordinance to the holder thereof at the time and place in said Bond and appurtenant coupons, if any, expressed.

(b) Notwithstanding anything to the contrary contained in this Section, or any other provision of this Ordinance, each holder of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Ordinance, or in any suit against the Trustee for any action taken or omitted by it as Trustee; the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding at least 25% in principal amount of the Bonds Outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal or Redemption Price of or interest on any Bond on or after the respective due date thereof expressed in such Bond.

Section 1207. Possession Of Bonds By Trustee Not Required.

All rights of action under this Ordinance 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 coupons appertaining thereto 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 and coupons, subject to the provisions of this Ordinance.

Section 1208. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by this Ordinance 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.

Section 1209. No Waiver Of Default.

No delay or omission by the Trustee or by any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given by this Ordinance to the Trustee and the holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 1210. Notice To Bondholders.

The Trustee shall give to the Bondholders notice of each Event of Default under this Ordinance known to the Trustee within 90 days after knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured or necessary moneys provided before the giving of such notice; but, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondholders. Each such notice shall be given by the Trustee by mailing written notice thereof: (a) to all registered holders of Bonds, as the names and addresses of such holders appear upon the books for registration and transfer of Bonds as kept by the Trustee, (b) to such Bondholders as have filed their names and addresses with the Trustee for that purpose, and (c) to such other persons as is required by law.

Section 1211. Subordination Of Detached Coupons.

No coupon or claim for interest appertaining to any of the Bonds which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it appertains shall, unless accompanied by such Bond, be entitled in case of an Event of Default under this Ordinance to any benefit by or from this Ordinance, except after the prior payment in full of the principal or Redemption Price, if any, of all of the Bonds then due and of all coupons and claims for interest then due not so transferred or pledged.

Article XIII.

Concerning The Fiduciaries.

Section 1301. Trustee.

The Trustee hereunder to be appointed shall be a bank, trust company or national

banking association having the powers of a trust company doing business and having its principal office in the City of Chicago, in the State of Illinois, having a combined capital, surplus and undivided profits in excess of \$250,000,000 if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance. Unless otherwise provided in a Supplemental Ordinance adopted prior to the initial issuance of any Bonds, the Mayor is hereby authorized to appoint the Trustee by a written instrument delivered to the Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by a written instrument of acceptance addressed and delivered to the City and, the Trustee shall be deemed to have accepted such duties and obligations with respect to all Bonds thereafter to be issued; but only, however, upon the terms and conditions set forth in this Ordinance.

Section 1302. Appointment And Acceptance Of Duties Of Paying Agents.

(a) The City shall appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Ordinance 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 1314 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 Ordinance 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 1303. Funds Held In Trust And Security Therefor.

All moneys held by any Fiduciary, as such, at any time pursuant to the terms of this Ordinance shall be and hereby are assigned, transferred and set over unto such Fiduciary in trust for the purposes and upon the terms and conditions of this Ordinance. Subject to the provisions of Section 505 as to investment of moneys held hereunder, all moneys (not including securities) held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department or with such other banks, trust companies, or national banking associations, each having its principal place of business in the City, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 50% of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital and

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

Section 1304. Responsibility Of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or coupons issued thereunder or in respect of the security afforded by this Ordinance, and no Fiduciary shall incur any responsibility in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the City or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or default. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any one of the others.

Section 1305. Evidence On Which Fiduciaries May Act.

Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of

any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 1306. Compensation And Expenses.

The City shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Ordinance, and the Fiduciaries shall have a lien therefor on any and all moneys at any time held by it under this Ordinance. The City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or default.

Section 1307. Permitted Acts And Functions.

Any Fiduciary may become the owner of any Bonds and coupons, with the same rights it would have if it were not such Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance, whether or not any such committee shall represent the holders of a majority in principal amount of the Bonds then Outstanding.

Section 1308. Resignation Of Trustee.

The Trustee may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days' written notice to the City and publishing notice thereof, specifying the date when such resignation shall take effect, once in the Authorized Newspapers, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, as provided in Section 1310, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 1309. Removal Of Trustee.

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

Section 1310. Appointment Of Successor Trustee.

(a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor Trustee. The City shall publish notice of any such appointment made by it in the Authorized Newspapers, such publication to be made within 20 days after such appointment.

(b) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this section within 45 days after the Trustee shall have given to the City written notice, as provided in Section 1308, or after a vacancy in the office of the Trustee shall have occurred by reason of its removal or inability to act, the Trustee or the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(c) Any Trustee appointed under the provisions of this section in succession to the Trustee shall be a bank, trust company or national banking association meeting the requirements of Section 1301.

Section 1311. Transfer Of Rights And Property To Successor Trustee.

Any successor Trustee appointed under this Ordinance, shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may

reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 1312. Merger Or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank, trust company or national banking association which is qualified to be a successor to such Fiduciary under Section 1310 or Section 1314 and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 1313. Adoption Of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Ordinance provided that the certificate of the Trustee shall have.

Section 1314. Resignation Or Removal Of Paying Agents And Appointments Of Successors.

(a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving at least 60 days' written notice to the City and Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer. Any successor Paying Agent shall be appointed by the City and shall be a bank, trust company or national banking association having the powers of a trust company, having a combined capital,

surplus and undivided profits in excess of \$50,000,000, and willing and able to accept the office of Paying Agent on reasonable and customary terms authorized by law to perform all the duties imposed upon it by this Ordinance.

(b) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor then appointed, to the Trustee. In the event that for any reason there shall be no Paying Agent at any time, the Trustee shall act as such Paying Agent.

Section 1315. Evidence Of Signatures Of Bondholders And Ownership Of Bonds.

(a) Any request, consent or other instrument which this Ordinance may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds or coupons thereto appertaining, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary; and

(2) The amount of Bonds transferable by delivery held by any person executing such request or other instrument as a Bondholder, and the numbers and other identification thereof, and the date of his holding such Bonds, may be provided by a certificate, which need not be acknowledged or verified, satisfactory to the Trustee, executed by an officer of a trust company, bank, financial institution or other depository or member of the National Association of Securities Dealers, Inc. wherever situated, showing that at the date therein mentioned such person exhibited to such officer or had on deposit with the Trustee the Bonds described in such certificate. Continued ownership after the date stated in such certificate may be proved by the presentation of such certificate if the certificate contains a statement by such officer that the Trustee held the Bonds therein referred to on the date of the certificate and that they will not be surrendered without the surrender of the certificate to the Trustee, except with the consent of the Trustee,

and a certificate of the Trustee, which need not be acknowledged or verified, that such consent has not been given.

(b) The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books. Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the City or any Fiduciary in accordance therewith.

Section 1316. Preservation And Inspection Of Documents.

All documents received by any Fiduciary under the provisions of this Ordinance shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

Article XIV.

Miscellaneous.

Section 1401. Defeasance.

(a) If the City shall pay or cause to be paid to the holders of all Bonds and coupons, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein, in this Ordinance and the Supplemental Ordinances authorizing such Bonds, then the pledge contained in Section 204 and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Accounts, Funds and other moneys or securities held by them pursuant to this Ordinance which are not required for the payment or redemption of Bonds or coupons not theretofore surrendered for such payment or redemption.

(b) Bonds or coupons or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by Fiduciaries (through deposit by the City of moneys for such payment or redemption or otherwise) shall, at the maturity or upon the date upon which such Bonds have been duly called for redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section. All Outstanding Bonds and all coupons appertaining to such Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have

taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Obligations the principal of and the interest on which when due (without reinvestment thereof) will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 45 days, the City shall have given the Trustee, in form satisfactory to it, irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers a notice to the holders of such Bonds and coupons that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds and coupons are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, of said Bonds. Neither such Federal Obligations or moneys deposited with the Trustee pursuant to this section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if any, of and interest on said Bonds; but any cash received from such principal or interest payments on such Federal Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in such Federal Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Trustee, free and clear of any trust, assignment, lien or pledge.

Section 1402. Funds Held For Particular Bonds And Coupons.

(a) The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price or accrued interest due on any date with respect to particular Bonds or coupons shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the holders of the Bonds and coupons entitled thereto and for the purposes of this Ordinance, such interest, principal or Redemption Price, after the due date thereof shall no longer be considered to be unpaid.

(b) If, through the deposit of moneys by the City or otherwise, the Fiduciaries shall hold, pursuant to this Ordinance, moneys sufficient to pay the principal and interest to maturity on all Outstanding Bonds and coupons, or in the case of Bonds in respect of which the City shall have taken all action necessary to redeem prior to maturity, sufficient to pay the Redemption Price and interest to such redemption date, then at the request of the City all moneys held by any Paying Agent shall be paid over to the Trustee and, together with other moneys held by it hereunder, shall be held by the Trustee for the payment or redemption of Outstanding Bonds and coupons.

(c) Anything in this Ordinance to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds or coupons which remain unclaimed for six years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when all of the Bonds became due and payable, shall, at the written request of the City, be repaid by the Fiduciary to the City, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged; but, before being required to make any such payment to the City, the Fiduciary shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers notice that said moneys remain unclaimed and that, after a date named in said notice which date shall be not less than ten nor more than 20 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

Section 1403. No Recourse Under Ordinance Or On Bonds.

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

Section 1404. Conflict.

All ordinances and resolutions or parts of ordinances and resolutions or other proceedings of the City in effect as of the date hereof and in conflict herewith be and the same are repealed insofar as such conflict exists.

Section 1405. Publication; Effective Date.

The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and this Ordinance shall take effect in the manner provided by law.

Exhibit "J".

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Exhibit "J-1".

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Exhibit "K".

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Exhibit "K-1".

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Exhibit "L".

*Charging Of O. & M. Expenses And
Assignment Of Revenues To C.R.C.s.*

1. Charging Of O. & M. Expenses To C.R.C.s.

Operation and Maintenance (O. & M.) Expenses are to be charged directly to C.R.C.s whenever possible. Costs which are not directly chargeable will be allocated to the C.R.C.s based on formulas enumerated herein. A summary of expenses to be charged and those to be allocated directly to C.R.C.s and those allocated to C.R.C.s by formula is shown in Table L-1.

1.1 Costs Directly Charged To C.R.C.s.

The following costs will be charged directly to the C.R.C.s as they are incurred:

- (1) Salaries and wages of Department of Aviation operating personnel will be charged to C.R.C.s based on daily time records of each employee.
- (2) Salaries, wages and fringe benefits of Fire Department personnel (with the exception of paramedics) assigned to the Airport will be charged to the Airfield C.R.C.
- (3) Salaries, wages and fringe benefits of Police Department personnel will be charged to individual C.R.C.s, based on the coverage afforded each C.R.C.
- (4) Costs of operating and maintaining the Ground Transportation System including energy use will be charged entirely to the Terminal Support C.R.C.
- (5) Costs of operating the shuttle bus system will be charged entirely to the Terminal Support C.R.C.
- (6) Materials and supplies will be charged to the C.R.C. in which they are used.
- (7) Engineering and professional services will be charged to specific projects identified as relating to a particular C.R.C. Services for projects not attributable to a specific C.R.C. will be considered administrative costs.
- (8) Repair and maintenance items will be charged to the C.R.C. in which each item occurs.
- (9) Costs of water pollution control will be charged directly to the Airfield C.R.C.
- (10) Administrative Expenses of City Departments other than D.O.A. which are vouchered to the Airport will be charged as vouchered.

1.2 Formula Allocated Costs.

Allocated costs are those that cannot be accurately charged directly to a specified C.R.C. as they are incurred and must, therefore, be assigned to the C.R.C.s using an allocation formula basis.

- (1) Fringe benefits (workmen's compensation, pensions, etc.) will be allocated to the C.R.C.s in proportion to the salaries and wages of the assigned Department of Aviation operating personnel.

- (2) Salaries, wages and fringe benefits of Fire Department paramedics will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. Allocation between the two C.R.C.s will be based on the pro rata share of Enplaned Passengers in each C.R.C.
- (3) Costs of operating and maintaining vehicles including fuel will be allocated based on vehicle utilization. A record will be maintained of the vehicles assigned for use by each C.R.C.
- (4) Electricity costs will be allocated as follows:
 - 15 percent to the Airfield C.R.C. for runway and taxiway lighting.
 - 65 percent to the Terminal Area C.R.C. and the International Terminal C.R.C. for lighting and running equipment in the terminal buildings. Allocation between the two C.R.C.s will be based on the pro rata share of square footage of terminal space in each C.R.C.
 - 25 percent to the Terminal Support C.R.C. for parking lot and roadway lighting. (Note: Ground Transportation System costs are charged in Item 1.1(4)).
 - All service provided all other airport tenants will be metered separately and directly reimbursed to the appropriate C.R.C. No Land Support Area electricity usage will be charged as an airport cost.
- (5) Water and sewage costs will be allocated to the Terminal Area C.R.C. and International Terminal C.R.C. based on the pro rata shares of Enplaned Passengers in each C.R.C. Water and sewage services provided all other airport tenants will be metered and directly reimbursed to the appropriate C.R.C.
- (6) Costs of repair, maintenance and operation, including fuel, of the heating and refrigeration plant will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. based on the pro rata share of square footage of terminal space in each C.R.C. Central H.V.A.C. service provided all other airport tenants will be metered and directly reimbursed to the appropriate C.R.C.
- (7) Costs of operating and maintaining the public address system will be allocated to the Terminal Area C.R.C. and International Terminal C.R.C. based on the pro rata share of Enplaned Passengers in each C.R.C.

1.3 Administrative Costs.

Administrative (overhead) expenses are those costs which are not directly attributable to specific C.R.C.s. The share of administrative expenses allocated to each C.R.C. will equal the proportion of total costs of each C.R.C. to the total costs of all C.R.C.s for the previous Fiscal Year. Administrative costs will include, but not be limited to, the following:

- (1) Salaries, wages and fringe benefits of D.O.A. administrative staff.
- (2) Salaries, wages and fringe benefits of assigned staff from Corporate Counsel, Comptroller and other City departments.
- (3) Trustee Fees.
- (4) Insurance.
- (5) Communications.
- (6) Travel.
- (7) Other D.O.A. administrative expenses.
- (8) Non-vouchered other expenses from other City departments.
- (9) Engineering and professional service fees not capitalized.
- (10) Computer services and office equipment rentals and fees.

2. Assignment Of Revenues To C.R.C.s.

Revenues are to be assigned directly to C.R.C.s whenever possible, based primarily on the physical location (the actual monetary transaction may occur in a different C.R.C.) of the source of the revenue. Revenues from all sources located within each C.R.C. will be assigned directly to that C.R.C. All Revenues which cannot be directly assigned will be allocated to the C.R.C.s based on the formulas enumerated herein.

2.1 Revenues Directly Assigned To C.R.C.s.

- (1) The following Revenues and all similar Revenues will be assigned to the Airfield C.R.C.:

- Non-Airline Party Landing Fees.
- General Aviation Landing Fees.
- Aircraft Tie-down Fees.
- Ramp Fees (if any).
- Airfield Use Surcharges.

(2) The following Revenues will be assigned to the Terminal Area C.R.C.:

- Building Space Rentals (including utility reimbursement).
- Revenues from concessions (including utility reimbursement) located in the Terminal Area buildings (see 2.3).

(3) The following Revenues will be assigned to the International Terminal C.R.C.:

- Building Space Rentals (including utility reimbursement).
- Federal Inspection Service Facility Use Fees.
- Revenues from concessions (including utility reimbursement) located in International Terminal Area buildings (see 2.3).

(4) The following Revenues will be assigned to the Terminal Support C.R.C.:

- Automobile Parking Fees.
- Automobile/Truck Rentals.
- Hilton Hotel (including utility reimbursement) Rentals.
- Limousine and Bus Fees.
- Other Ground Transportation Fees (if applicable).
- Employee Parking Lot Fees.

- (5) The following Revenues, if located and generated in the Land Support C.R.C., will be assigned to the Land Support C.R.C.:

- Hangar Rentals.
- Tank Farm Rentals.
- Air Cargo Building(s) Rentals.
- Land Rentals.
- Building Space Rentals.
- F.B.O. Rentals, Concessions and Fuel Flowage Fees.
- Flight Kitchen Rentals and Concessions.

2.2 Revenues Allocated To C.R.C.s.

- (1) Interest income will be allocated to, and within, the C.R.C.s in accordance with the terms of the Airport Use Agreement.
- (2) Reimbursement for security services will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. based on the pro rata share of Enplaned Passengers in each C.R.C.
- (3) Grants, contributions, sale of assets and sale of rights will be assigned directly to the C.R.C.s when identifiable. For those items which cannot be identified with a C.R.C., the allocation to C.R.C.s will be based on the proportion of total assets in each C.R.C.

2.3 Terminal Concession Revenues.

Rentals and fees from the following terminal concessions will be assigned directly to the Terminal Area C.R.C. and the International Terminal C.R.C. based on building location:

- Food and Drink.
- News and Gifts.

- Drug Store.
- Display Advertising.
- Telephone.
- Insurance.
- Parcel Lockers.
- Observation Deck (Entry Fee and Telescopes).
- Candy Shop.
- Heel Bar and Valet.
- Barber Shop.
- Currency Exchange.
- Duty Free Shop.
- Baggage Carts.
- All other terminal concessions.

Table L-1.

C.R.C. O. & M. Expense Charge Summary.

	Cost Revenue Centers				
	Airfield	Terminal Area	Int'l. Terminal	Terminal Support	Land Support
Direct Charge:					
-- D.O.A. Operating	X	X	X	X	X
-- Fire Department (except paramedics)	X	X	X	X	X

	Cost Revenue Centers				
	Airfield	Terminal Area	Int'l. Terminal	Terminal Support	L and Support
-- Police Department	X	X	X	X	X
-- Ground Transportation System				X	
-- Shuttle Bus System				X	
-- Materials and Supplies	X	X	X	X	X
-- Engineering/Professional Services	X	X	X	X	X
-- Repairs and Maintenance	X	X	X	X	X
-- Water Pollution Control	X				X
-- Administrative -- Vouchered	X	X	X	X	X

Allocated By Formula:

-- Fringe Benefits	X	X	X	X	X
-- Fire Department (paramedics)		X	X		
-- Vehicles and Fuel	X	X	X	X	X
-- Electricity	X	X	X	X	
-- Water/Sewage	X	X	X	X	
-- H. & R. Plant		X	X		
-- P.A. System		X	X		
-- Administrative -- D.O.A.	X	X	X	X	X

X -- indicates that all or part of the cost is applicable to that C.R.C.

Exhibit "M".

*Existing Leases And Other Agreements
Of Airlines To Be Extended.*

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Exhibit "N".

Operation And Maintenance Responsibilities.

I. Terminal Area.

1. Exterior And Structure.

Airline Responsibility:

- Loading Bridges -- all services, including operation, maintenance, repair and cleaning.
- Aircraft gates without loading bridges -- all pedestrian-related services, including marking of walkways, sweeping and trash collection, and snow and ice removal.

City Responsibility -- All other services, including without limitation:

- Structural and roof maintenance and repair.
- Manual and automatic door maintenance.
- Exterior lighting -- operation and maintenance.

- Signage.
- Perimeter wall, glass cleaning and replacement, interior and exterior.
- Landscaping maintenance and policing.
- Walkways and curbfront:
 - 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.
 - Security, law enforcement, fire protection, and emergency medical service.

2. Interior.

Airline Responsibility -- Within Exclusive Use Premises:

- Plumbing -- Repair, maintenance, 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. Perimeter wall glass to be replaced by City per N-6.

Communications Systems -- operation, maintenance, repair and cleaning of dedicating systems installed by Airline for its sole use or use in common with other tenants, such as public address, telephone and radio services, and flight information display systems.

Passenger Loading Bridges -- operation, maintenance and cleaning. Cleaning to include:

- Sweep, spot clean and shampoo carpeting as required.
- Dust, wipe/wash interior surfaces.
- Clean windows.

Maintenance To Include:

- Doors, safety devices, warning systems.
- Mechanical positioning equipment and controls.
- Docking lights and devices.
- Any aircraft support equipment attached to loading bridges, such as electrical power and communications.

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, etc.), wall coverings, floor finishes, window coverage (draperies, etc.), 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 -- Baggage Systems (outbound and inbound), bag claim facilities -- conveyors, carousels, delivery tracks, etc. -- manual and automatic doors -- escalators and elevators.

Passenger screening.

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 Terminal Area.
- Maintenance and repair of drainage and sewage systems throughout the 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 the facility.

Heating, Ventilating and Air Conditioning -- Operation and maintenance of all services, 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 systems used in common throughout the Terminal Area, such as alarm systems and common user communication and public address systems.

Custodial Services -- Provide facilities for trash disposal for non-Airline Party Terminal Area tenants and provide complete custodial services in all Public Use Premises, 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 Premises.
- 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 (except as provided in footnote 7 on page 9).

Security, law enforcement, and fire protection, and emergency medical services.

II. Terminal Support Area.

Airline Responsibility:

None.

City Responsibility:

Roadways and Pedestrian Walkways -- Maintenance, repair and cleaning.

- Signage.
- Sweeping and trash removal.
- Snow and ice control.
- Pavement, curb and drainage system maintenance.

Parking Facilities -- Operation, maintenance, repair and cleaning.

- Revenue collection.
- Signage and traffic control, including pavement marking and signal lights.
- Shuttle bus service (remote public parking only).
- Sweeping and scrubbing of pavements and trash removal.
- Policing and trash removal.
- Snow and ice control.
- Utility systems (plumbing, electrical, H.V.A.C.).
- Environmental monitoring (carbon monoxide) in parking structure.
- Revenue related equipment, including ticket spitters and entrance gates, cash collection control equipment and exit gates.

- Lighting.
- Structural, pavement, and drainage system repair and maintenance.

Mechanical passenger movement systems, including elevators, escalators, moving sidewalks and transit systems -- operation, repair, maintenance and cleaning.

- Lighting and utility systems (electrical, plumbing, drainage, H.V.A.C.).
- Signage.
- Communications, alarm and safety systems.
- Maintenance of equipment in accordance with manufacturer's recommendations.
- Cleaning of all equipment and related facilities, including sweeping, mopping, waxing, dusting, glass cleaning, metal polishing and trash removal.
- Snow and ice control.

Landscaping:

- Mowing.
- Trimming.
- Policing/trash removal.

Security, law enforcement, fire protection and emergency medical services.

Utility Systems (H & R Plant and Associated Systems). Operation, repair, maintenance and cleaning, including:

- Generation and distribution of high and low temperature water.
- Control and storage of potable and fire water supplies, including pumping, testing and chlorination.

III. Airfield.

Airline Responsibility:

Passenger terminal apron areas associated with airline gates:

- Pavement markings for aircraft docking, ground support equipment, parking, passenger walkways and aircraft limit lines.
- Sweeping, cleaning, and trash removal on pavement areas occupied by airline loading bridges and ground support equipment.

Aircraft fueling systems operation, maintenance and repair.

City Responsibility -- Operation, maintenance, repair and cleaning, except as specified for airline:

Pavements (runways, taxiways, aircraft parking areas, aprons, ramps and roadways):

- Sweeping.
- Maintenance and repair.
- Snow and ice control.

Lighting:

- Airfield system (runways, taxiways, obstructions, etc.).
- Roadways.
- Passenger terminal aprons.
- Support and back-up systems (lighting vaults, emergency generators, etc.) and associated wiring, fixtures and equipment.

Airfield mowing, policing and trash removal.

Drainage, including management and control of runoff from the airport.

Perimeter fencing and access control.

Pavement marking and signage.

Security, law enforcement, crash-fire-rescue services and emergency medical services.

Summary Of Airport Operations And Maintenance Responsibilities.

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
Structures and Building Exteriors	C	C	C	C
Loading Bridges	A	--	--	--
Landscaping	--	C	C	C
Walkways and Roadways	--	C	C	C
Security, Law Enforcement, Fire Protection, Emergency Medical Services	C	C	C	C
Plumbing Drainage	A ^{1/}	C	C	C
Electrical Service and Lighting	A ^{1/}	C	C	C
H. V. A. C.	A ^{2/}	C	C	C
Glass Breakage	A	C	C	C
Communications Systems	A ^{3/}	C	C	C

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.

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
Custodial Service, including Trash Removal	A	C	C	C
Locks, Keys, Key Control	A	C	C	C
Interior Decorating	A	C	C	C
Baggage Handling Systems	A	--	--	--
People Movers (elevators, escalators, moving sidewalks, horizontal moving devices, transit systems)	A ^{5/}	C ^{6/}	C	--
Signage	A	C	C	C
Airfield Pavements	A ^{4/}	C	--	C
Auto Parking Facilities	--	--	C	--
Aircraft Fueling System	--	--	--	A

Key: A = Airline

C = City

^{4/} Pavement marking and cleaning at apron gates.

^{5/} Airline shall maintain and operate escalators, moving sidewalks and horizontal moving devices within Airline's Exclusive Use Premises.

^{6/} Any moving sidewalk or horizontal moving device which is deemed, pursuant to Section 9.03(c) of the Agreement to which this Exhibit N is attached, to be a tenant improvement of an Airline Party shall be maintained and operated by such Airline Party or by City at such Airline Party's expense.

*Exhibit "P".**Terminal Area Use Charge Formula.*

The Terminal Area Use Charge is determined based on the formulation described in Section 5.03 which is algebraically represented as follows:

$$\frac{A}{[B \times (C + C^1)]} + \frac{A^1}{B^1 \times D} + \frac{E}{F} \times [(G + H + J + K) - (L + M)] + [N] + [P] - [Q]$$

Where A is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where B is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where A¹ is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where B¹ is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where C is the Debt Service (net of Investment Income) allocated to Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement) per Section 5.03(a) (i) (1) .

Where C¹ is the Special Facility Revenue Bond Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement per Section 5.03(a) (i) (2).

Where D is the Debt Service (net of Investment Income) allocated to Type B Public Use Premises and to relocation costs per Section 5.03(a) (ii).

Where E is the total square footage of Exclusive Use Premises of the Airline per Section 5.04(c).

Where F is the total square footage of Exclusive Use Premises of all Airline Parties per Section 5.04(c).

Where G is the Debt Service (net of Investment Income) allocated to Type A Public Use Premises and to the capitalized costs of implementing the Use Agreement per Section 5.03(a) (iii) (1).

Where H is the Operation and Maintenance Expenses of the Terminal Area per Section 5.03(a) (iii) (2).

Where J is the Airport Development Fund, Emergency Reserve Fund and Special Capital Projects Fund payment requirements of the Terminal Area per Section 5.03(a) (iii) (3).

Where K is the allocated Terminal Area share of the Net Deficit of the Terminal Support Area per Section 5.03(a) (iii) (4). (If Terminal Support Area shows a surplus, $K = 0$.)

Where L is the Non-Use Agreement Revenues of the Terminal Area per Section 5.03(a) (iv) (1).

Where M is the allocated Terminal Area share of the Net Revenues of the Terminal Support Area per Section 5.03(a) (iv) (2). (If Terminal Support Area shows a deficit, $M = 0$.)

Where N is Airline's pro rata share of the Debt Service, if any, (net of Investment Income) during construction of the Terminal Area, and of the Debt Service (net of Investment Income) allocated to Capital Projects enumerated in Section 5.05(b), per Section 5.03(a) (v).

Where P is the Debt Service (net of Investment Income) allocated to Airline's tenant improvements per Section 5.03(a) (vi).

Where Q is the credit for Special Facility Revenue Bond Debt Service payments related to the Existing Footage portion of Exclusive Use Premises, Public Use Premises and the Terminal Support Area per Section 5.03(b).

Application Of Terminal Area Use Charges Formula
To Two Hypothetical Situations.

Example 1: Airline X

Assumptions:

Airline X has Exclusive Use Premises solely in a Special Facility Improvement.

A = 0 (Additional Footage which is part of a Special Facility is excluded)

B = 450,000 square feet

A ¹	=	100,000 square feet
B ¹	=	550,000 square feet
C	=	\$15,000,000
C ¹	=	\$454,546 (See calculation of Item Q below)
D	=	\$14,000,000
E	=	150,000 square feet
F	=	1,300,000 square feet
G	=	\$4,000,000
H	=	\$42,600,000
J	=	\$3,600,000 (Assumes Special Capital Projects Fund payment requirement = 0)
K	=	0 (Assumes Terminal Support Area shows a surplus)
L	=	\$27,000,000
M	=	\$1,500,000
N	=	\$3,090,909 (See calculation below)
P	=	0 (Assumes tenant improvements financed independently)
Q	=	\$4,954,546 (See calculation of Item Q below)

Calculation Of Item Q.

Credit For Existing Footage Portion Of Exclusive Use Premises.

Assumptions for calculation of credit relating to Existing Footage Portion of Airline X's Exclusive Use Premises in its Special Facility Improvement pursuant to Section 6.01(b) using the factors and formula set forth therein:

$$S - (S \times \frac{T}{U} \times \frac{V}{W})$$

$$S = \$3,000,000$$

$$T = 100,000 \text{ square feet}$$

$$U = 150,000 \text{ square feet}$$

$$V = 700,000 \text{ square feet}$$

$$W = 550,000 \text{ square feet}$$

$$\$3,000,000 - (\$3,000,000 \times \frac{100,000}{150,000} \times \frac{700,000}{550,000}) = \$454,546^*$$

(* this number = C1)

Plus

Credit For Public Use Premises.

Special Facility Revenue Bond Debt Service related to Public Use Premises	=	<u>\$3,000,000</u>
--	---	--------------------

Plus

Credit For Terminal Support Area.

Special Facility Revenue Bond Debt Service related to Terminal Support Area	=	<u>\$1,500,000</u>
--	---	--------------------

Q	=	<u>\$4,954,546</u>
---	---	--------------------

Calculation Of Airline X's Terminal Area Use Charge.

Formula	Calculation	Charge
$\frac{A}{B \times (C + C1)}$	$\frac{0}{450,000 \times (\$15,000,000 + \$454,546)}$	= 0

Formula	Calculation	Charge
$\frac{A^1}{B1 \times D}$	$\frac{100,000}{550,000} \times \$14,000,000$	= \$2,545,454
$\frac{E}{F \times [(G + H + J + K) - (L + M)]}$	$\frac{150,000}{1,300,000} \times (\$4,000,000 + \$42,000,000 + \$3,600,000 + 0 - (\$27,000,000 + \$1,500,000))$	= \$2,434,615
	$\frac{100,000}{550,000} \times \$17,000,000$	= \$3,090,909
P	0	= <u>0</u>
		<u>\$8,070,978</u>
Q	\$4,954,546	- <u>\$(4,954,546)</u>
Airline X's Terminal Area Use Charge (less credit)		= <u>\$3,116,432</u>
Amount paid by Airline X for its Additional Footage under its Special Facility Agreement	\$3,000,000 - \$454,546	= \$2,545,454

Application Of Terminal Area Use Charges
Formula To Two Hypothetical Situations.

Example 2: Airline Y

Assumptions:

Airline Y has no Exclusive Use Premises in a Special Facility Improvement.

A	=	50,000 square feet
B	=	450,000 square feet
A ¹	=	50,000 square feet
B ¹	=	550,000 square feet
C	=	\$15,000,000
C ¹	=	\$454,546 (See calculation of Item Q for Airline X)
D	=	\$14,000,000
E	=	200,000 square feet
F	=	1,300,000 square feet
G	=	\$4,000,000
H	=	\$42,600,000
J	=	\$3,600,000 (Assumes Special Capital Projects Funds payment requirement = 0)
K	=	0 (Assumes Terminal Support Area shows a surplus)
L	=	\$27,000,000
M	=	\$1,500,000
N	=	\$1,545,453 (See calculation below)
P	=	0 (Assumes tenant improvements financed independently)
Q	=	0

Calculation Of Airline Y's Terminal Area Use Charge.

Formula	Calculation	Charge
$\frac{A}{B \times (C + C^1)}$	$\frac{50,000}{450,000 \times (\$15,000 + \$454,546)}$	= \$1,717,171

Formula	Calculation	Charge
$\frac{A^1}{B^1} \times D$	$\frac{50,000}{550,000} \times \$14,000,000$	= \$1,272,726
$\frac{E}{F} \times [(G + H + J + K) - (L + M)]$	$\frac{200,000}{1,300,000} \times (\$4,000,000 + \$42,000,000 + \$3,600,000 + 0 - (\$27,000,000 + \$1,500,000))$	= \$3,246,152
	$\frac{50,000}{550,000} \times \$17,000,000$	= \$1,545,453
P	0	= <u>0</u>
		<u>\$7,781,502</u>
		<u>\$ 0</u>
Airline X's Terminal Area Use Charge		<u>\$7,781,502</u>

Comparison Of Existing Footage And
Additional Footage Rates For
Airlines X And Y.

Existing Footage Rate:

Airline X:

$$\frac{\$2,434,61}{150,000} = \$16.23 \text{ per square foot} + \$5.00 \text{ per square foot (Terminal Area Rental)} = \$21.23 \text{ per square foot}$$

Airline Y:

$$\frac{\$3,246,152}{200,000} = \$16.23 \text{ per square foot} + \$5.00 \text{ per square foot (Terminal Area Rental)} = \$21.23 \text{ per square foot}$$

Additional Footage Rate:

Airline X:

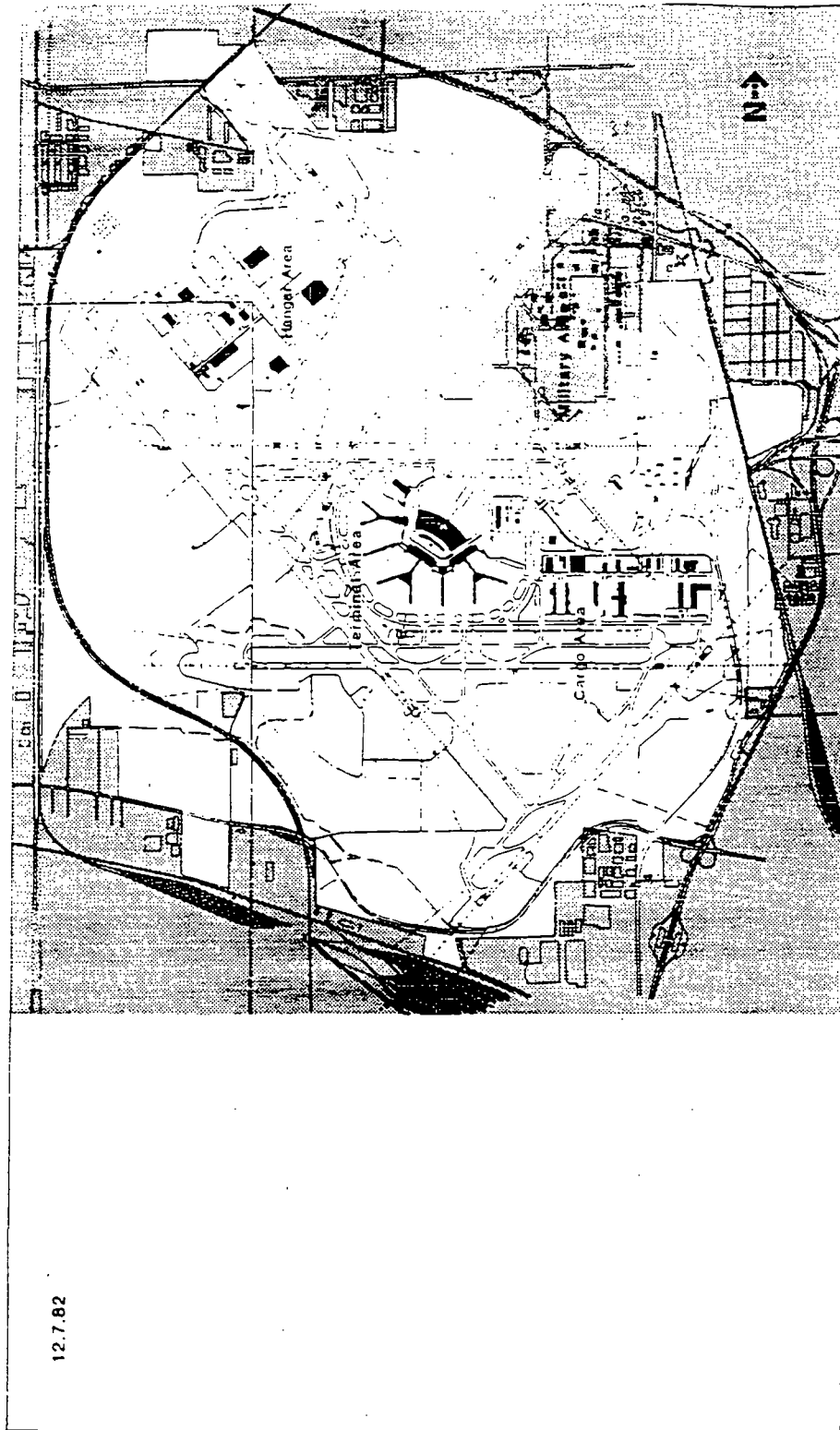
$$\begin{aligned} (\$2,545,454 + &= \$81.81 \text{ per square foot} + \\ \$3,090,909 + &= \$21.23 \text{ per square foot} = \\ \underline{\$2,545,454} &= \$103.04 \text{ per square foot*} \\ 100,000 & \end{aligned}$$

Airline Y:

$$\begin{aligned} (\$1,717,171 + &= \$90.70 \text{ per square foot} + \\ \$1,272,726 + &= \$21.23 \text{ per square foot} = \\ \underline{\$1,545,453} &= \$111.93 \text{ per square foot*} \\ 50,000 & \end{aligned}$$

* This discrepancy is a result of different assumptions with respect to the per square foot debt service expense of Exclusive Use Premises constructed in the Special Facility versus other Exclusive Use Premises constructed at the Airport. The 150,000 square feet of Exclusive Use Premises in the Special Facility is assumed to have a \$3,000,000 debt service expense, or \$20.00 per square foot. (See assumptions in calculation of Item Q.) The other 550,000 square feet of Exclusive Use Premises constructed at the Airport (the total 700,000 square feet assumed in the calculation of Item Q less the 150,000 square feet which are part of the Special Facility) is assumed to have a \$15,000,000 debt service expense (see assumption of Item C), or \$27.27 per square foot.

EXHIBIT A



12.7.82

EXHIBIT
A

CHICAGO O'HARE INTERNATIONAL AIRPORT
EXISTING CONDITIONS

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago James J. Byrne, Mayor Thomas P. Daley, Commissioner of Public Works

OTI&B ASSOCIATES
LANDRUM & BROWN
A Joint Venture

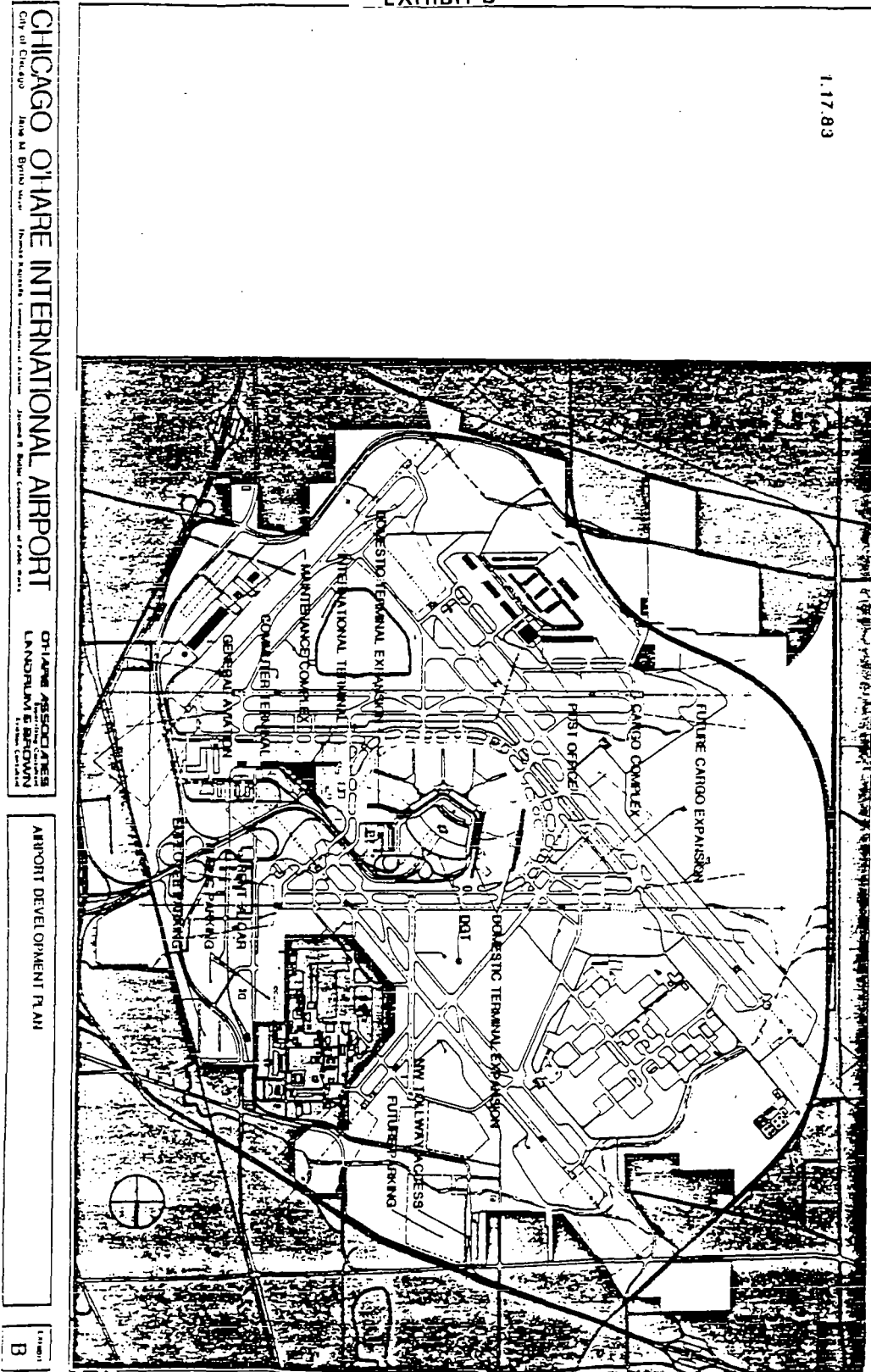
AIRPORT DEVELOPMENT PLAN.*Cost Revenue Center (C.R.C.) Airline Funded Summary.*

	Funding Priority I	Funding Priority II	Airline Funded Totals
Airfield (AF):	\$167,514,134	\$124,647,336	\$292,161,470
Terminal Area (TA):	218,892,556	82,656,362	301,548,918
Terminal Support (TS):	15,940,108	149,402,002	165,342,110
International Terminal (IT):	298,080	80,649,422	80,947,502
TOTALS:	<u>\$402,644,878</u>	<u>\$437,355,122</u>	<u>\$840,000,000</u>

Cost Revenue Center (C.R.C.) Category Summary (1).

	Category 1	Category 2	Totals
Airfield (AF):	\$29,943,774	\$12,607,704	\$42,551,478
Terminal Area (TA):	18,960,480	2,799,360	21,759,840
Terminal Support (TS):	0	43,766,491	43,766,491
International Terminal (I%):	2,619,540	298,080	2,917,620
TOTALS:	<u>\$51,523,794</u>	<u>\$59,471,635</u>	<u>\$110,995,429</u>

EXHIBIT B



CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 James M. Bryna Mayor
 Robert R. Richards Commissioner of Aviation
 James R. Butler Commissioner of Public Works

CHICAGO ASSOCIATES
 LAND PLANNING & ARCHITECTURE
 1100 N. LAUREL STREET, CHICAGO, ILL. 60610

AIRPORT DEVELOPMENT PLAN

EXHIBIT B

AIRFIELD CRC (AF)

AIRPORT DEVELOPMENT PLAN.

SUMMARY SHEET (1/17/83)

	<u>CATEGORY 1</u>	<u>CATEGORY 2</u>	<u>FUNDING PRIORITY I</u>	<u>AIRLINE FUNDED TOTALS</u>
<u>AIRFIELD CRC</u>				
<u>CAPITAL PROJECTS</u>				
AF-1.	Extension Runway 27R			\$26,986,019
AF-2.	Extension Runway/ Taxiway 9L			\$1,844,748
AF-3.	32L/9R Parallel Taxiways			\$17,124,788
AF-4.	14R/32L Parallel Taxiways			\$6,876,306
AF-5.	Inner/Outer Taxiway F thru H Relocation		\$31,950,815	\$31,950,815
AF-6.	Inner/Outer Taxiway B/C Relocation Taxiway Relocation Work		\$19,975,572	\$23,329,944
AF-7.	Utility Relocations B/C Apron		\$9,661,373	\$9,661,373
AF-8.	Inner/Outer Taxiway K/L Relocation		\$25,451,401	\$25,451,401
	AF-8a Inner/Outer Taxiway	\$9,299,340		
	AF-8b Demolition of Existing Flight Kitchens and Maintenance Building	\$284,377		
	AF-8c Site Preparation Southeast Services Area	\$12,559,320		
	AF-8d Aircraft Parking Area	\$3,308,364		
AF-9.	B/C Apron		\$40,954,086	\$40,954,086
AF-10.	Concourse L Apron		\$13,855,330	\$13,855,330

AIRPORT DEVELOPMENT PLAN.

	<u>CATEGORY 1</u>	<u>CATEGORY 2</u>	<u>FUNDING PRIORITY I</u>	<u>AIRLINE FUNDED TOTALS</u>
<u>AIRFIELD CRC</u>				
<u>CAPITAL PROJECTS (Con't)</u>				
AF-11. Cargo Apron Replacement				\$31,838,400
AF-12. International and Commuter Apron				\$20,550,024
AF-13. Military Site Acquisition				\$16,072,679
AF-14. Replacement CFR Station #1			\$8,565,480	\$8,565,480
AF-15. Airport Maintenance Complex	\$17,100,077		\$17,100,077	\$17,100,077
AF-16. General Aviation Apron				\$0
TOTALS	\$29,943,774	\$12,607,704	\$167,514,134	\$292,161,470

AIRPORT DEVELOPMENT PLAN.

Number: AF-1

Date: 1/17/83

Name: Extension Runway 27R

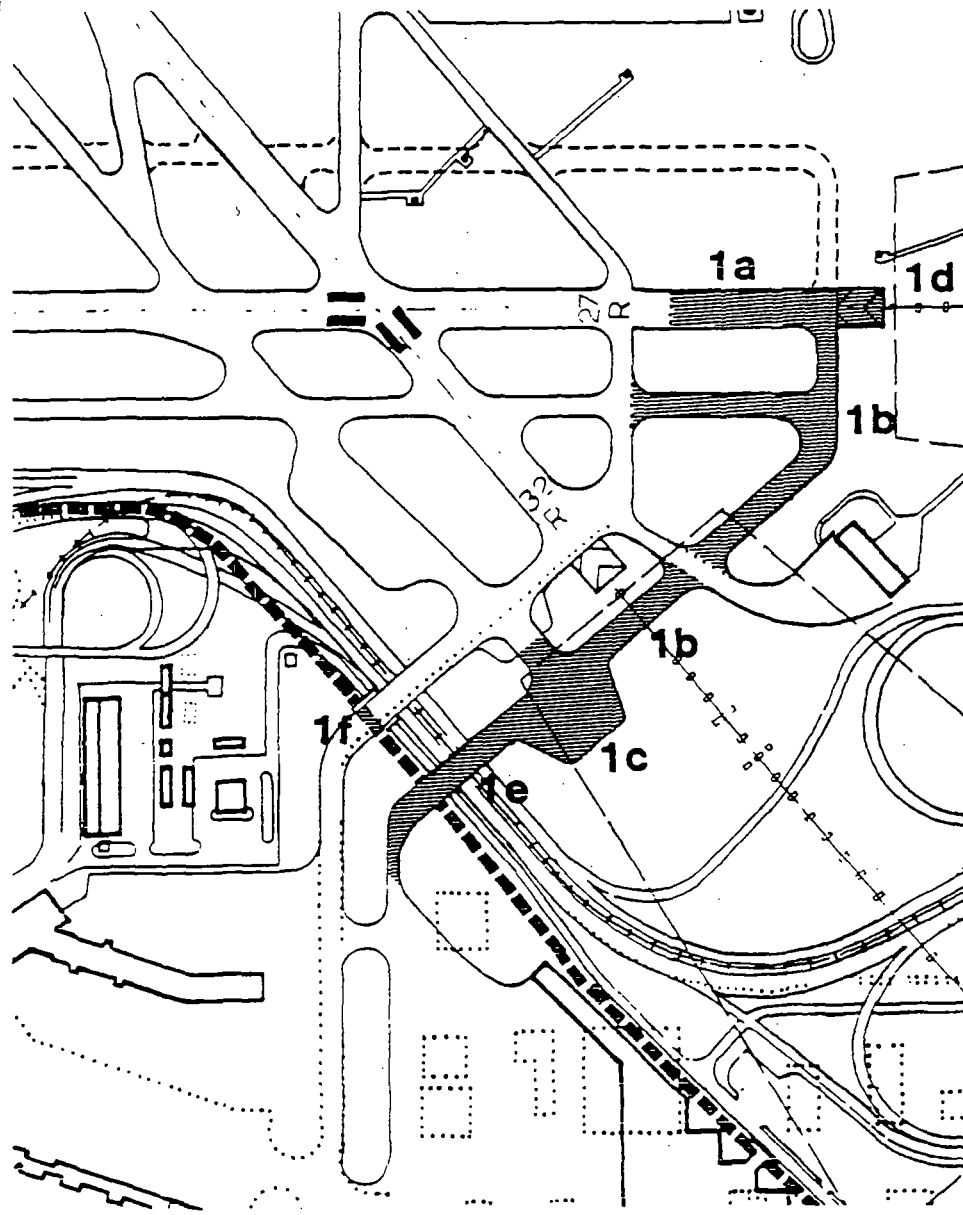
Airline Funded Total: \$26,986,019

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension of Runway 27R	\$ 2,372,895	7/85	12/85	II
b. Associated Taxiway Construction	\$ 9,054,715	7/85	12/86	II
c. New Hold for Pad Runway 32R	\$ 1,402,353	6/86	11/86	II
d. NAVAIDS Relocation For Runway 27R	\$ 916,056	4/86	9/86	II
e. Second Taxiway Bridge	\$10,000,000	7/85	5/86	II
f. DGT Tunnel @ Existing Bridge	\$ 3,240,000	9/84	12/84	II

Project Scope:

This project includes a 790-foot extension to Runway 27R, construction of new taxiways to provide aircraft access to the new runway threshold, as well as the relocation of related facilities. In addition, a second taxiway bridge located 350 feet center line to center line southeast of the existing bridge taxiway and the construction of a tunnel section under the south approach to the existing bridge for DGT system right-of-way are included.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Extension Of Runway 27R

AF-1

AIRPORT DEVELOPMENT PLAN.

Number: AF-2

Date: 1/17/83

Name: Extension Runway/Taxiway 9L

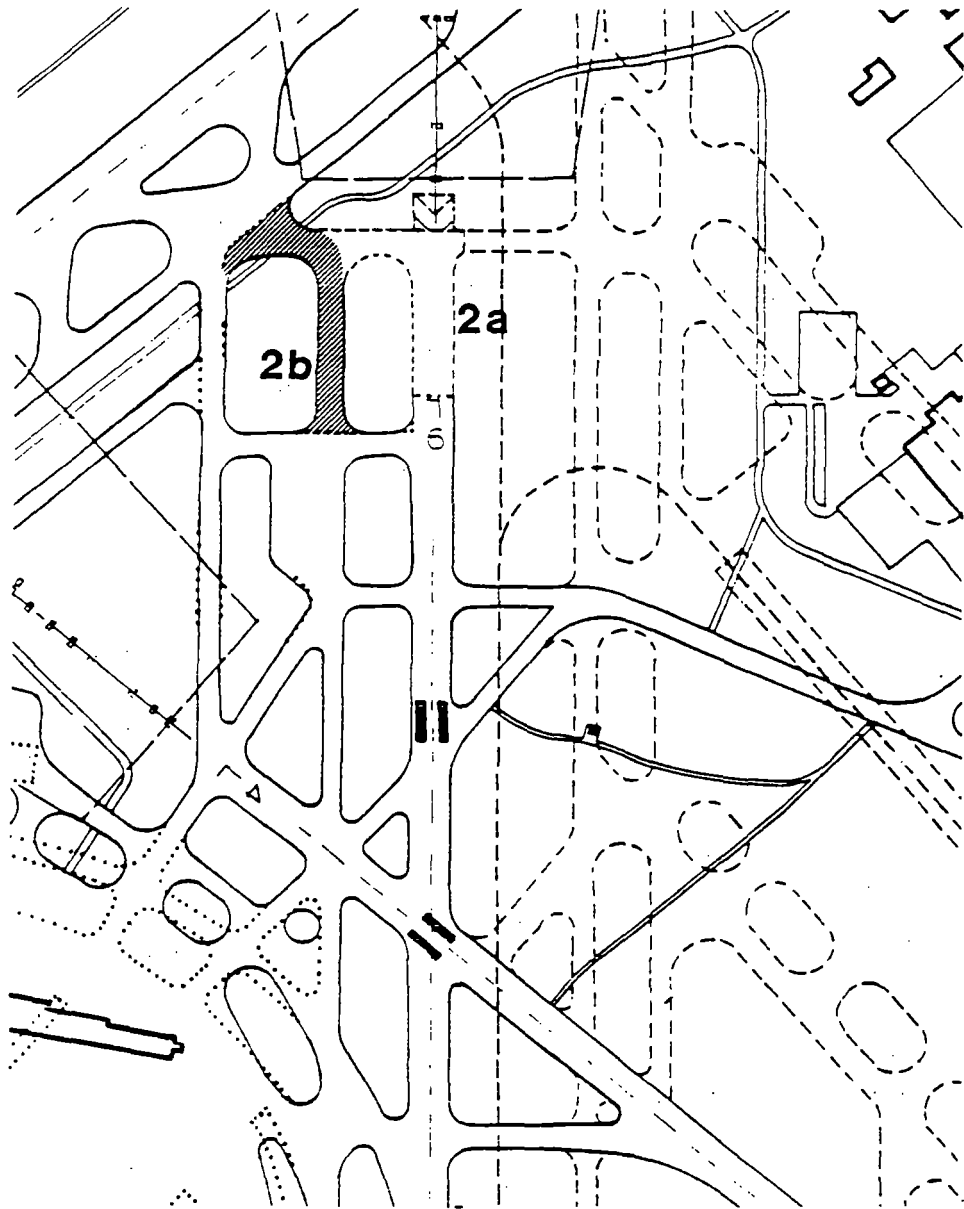
Airline Funded Total: \$1,844,748

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension of Runway 9L	\$ 0			
b. 9L Parallel Taxiway Extension	\$1,844,748	10/88	9/89	II

Project Scope:

This project includes a 790-foot extension to Runway 9L and an extension of the 9L Parallel Taxiway to the west to join with the existing 14R/32L Parallel Taxiway. The Runway 9L extension is not to be funded through the airlines consent to the Airport Development Plan.

AIRPORT DEVELOPMENT PLAN.



→ 11.17.82

Extension Runway/
Taxiway 9L

AF-2

AIRPORT DEVELOPMENT PLAN.

Number: AF-3

Date: 1/17/83

Name: 32L/9R Parallel Taxiways

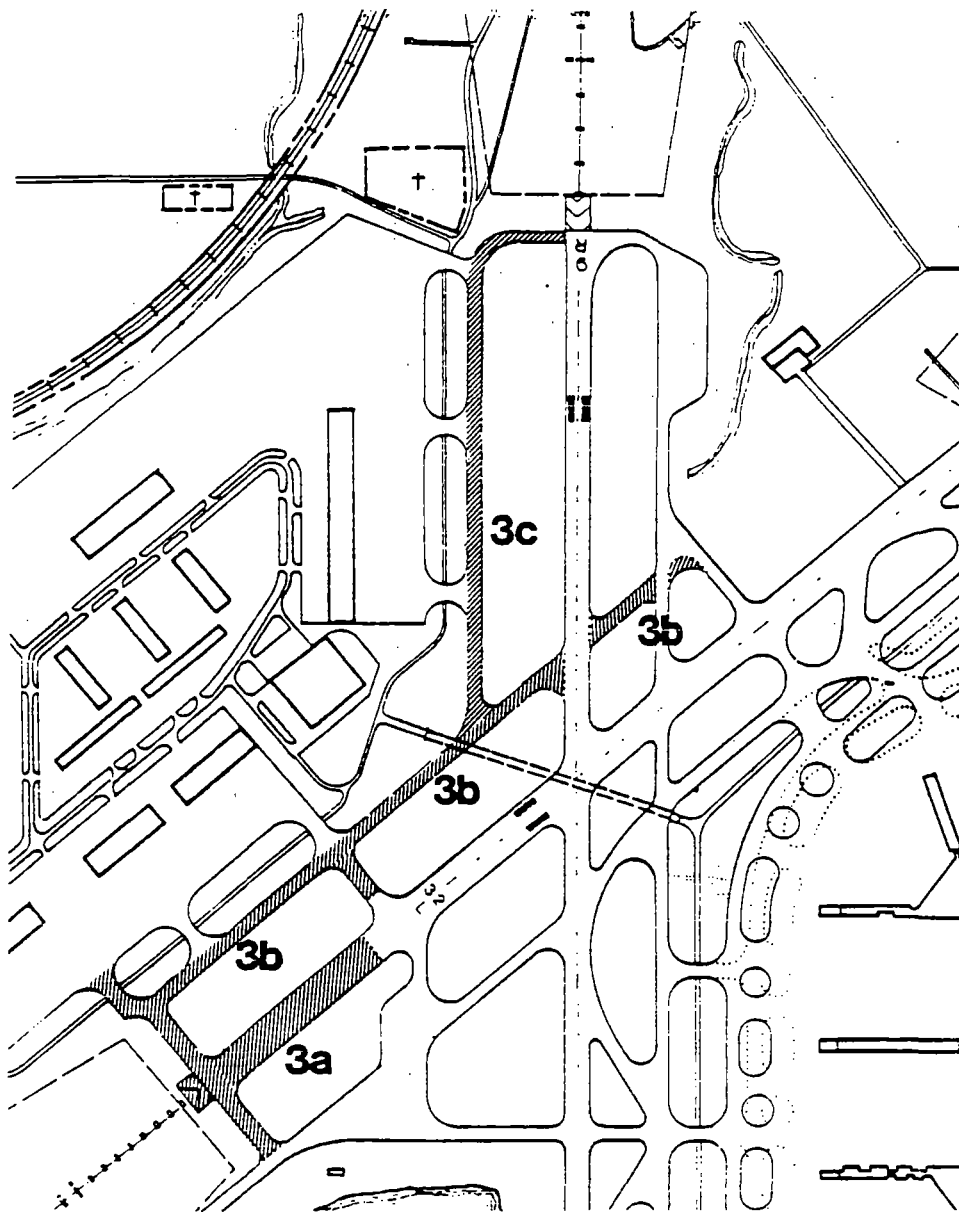
Airline Funded Total: \$17,124,788

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension Runway 32L	\$5,633,010	9/84	8/85	II
b. 32L Parallel Taxiways	\$7,091,318	9/84	8/85	II
c. 9R South Parallel Taxiway	\$4,400,460	9/84	8/85	II

Project Scope:

This project includes a 1,400-foot extension to Runway 32L and the development of a west parallel taxiway extending approximately 4,000 feet from the new threshold to the 9R/27L Parallel Taxiway. An additional 2,900-foot section of parallel taxiway is included on the south side of Runway 9R/27L extending from the 9R Runway threshold to the west 14R/32L Parallel Taxiway. Also included are runway/taxiway crossovers.

AIRPORT DEVELOPMENT PLAN.



→ 11.17.82

32L/9R Parallel Taxiways

AF-3

AIRPORT DEVELOPMENT PLAN.

Number: AF-4

Date: 1/17/83

Name: 14R/32L Parallel Taxiways

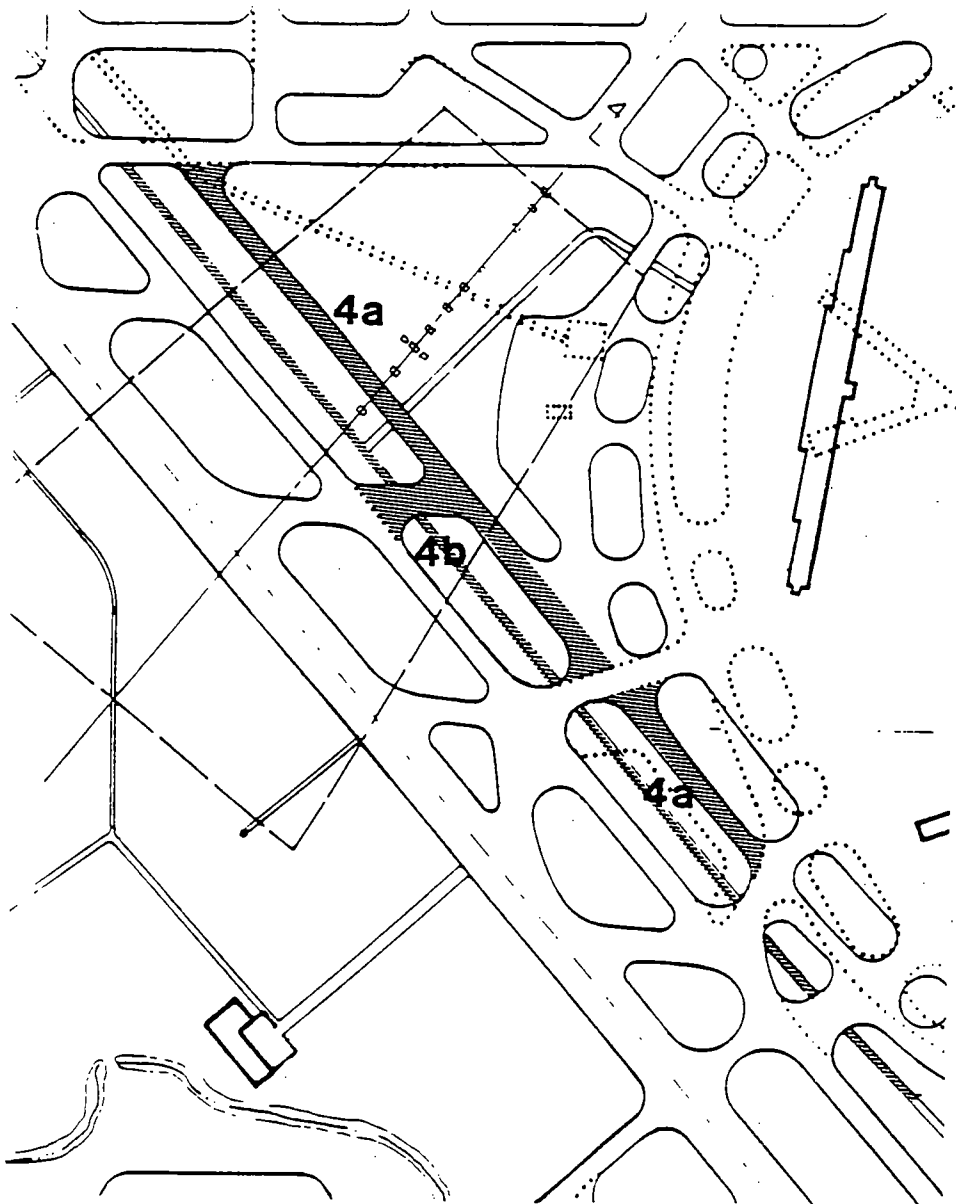
Airline Funded Total: \$6,876,306

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Second 14R/32L East Parallel Taxiway	\$5,921,046	9/84	8/85	II
b. Service Road 14R/32L	\$ 955,260	9/84	11/84	II

Project Scope:

This project develops a 2,450-foot section of new taxiway parallel to the existing 14R/32L Parallel Taxiway (east). This section of taxiway is to be located east of the existing 14R/32L Parallel Taxiway extending from the Outer Taxiway to the By-Pass Taxiway. This alignment requires the relocation of the airport service road from the terminal complex to the airline hangar/maintenance area.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

14R/32L Parallel Taxiways

AF-4

AIRPORT DEVELOPMENT PLAN.

Number: AF-5

Date: 1/17/83

Name: Inner/Outer Taxiways F thru H Relocation

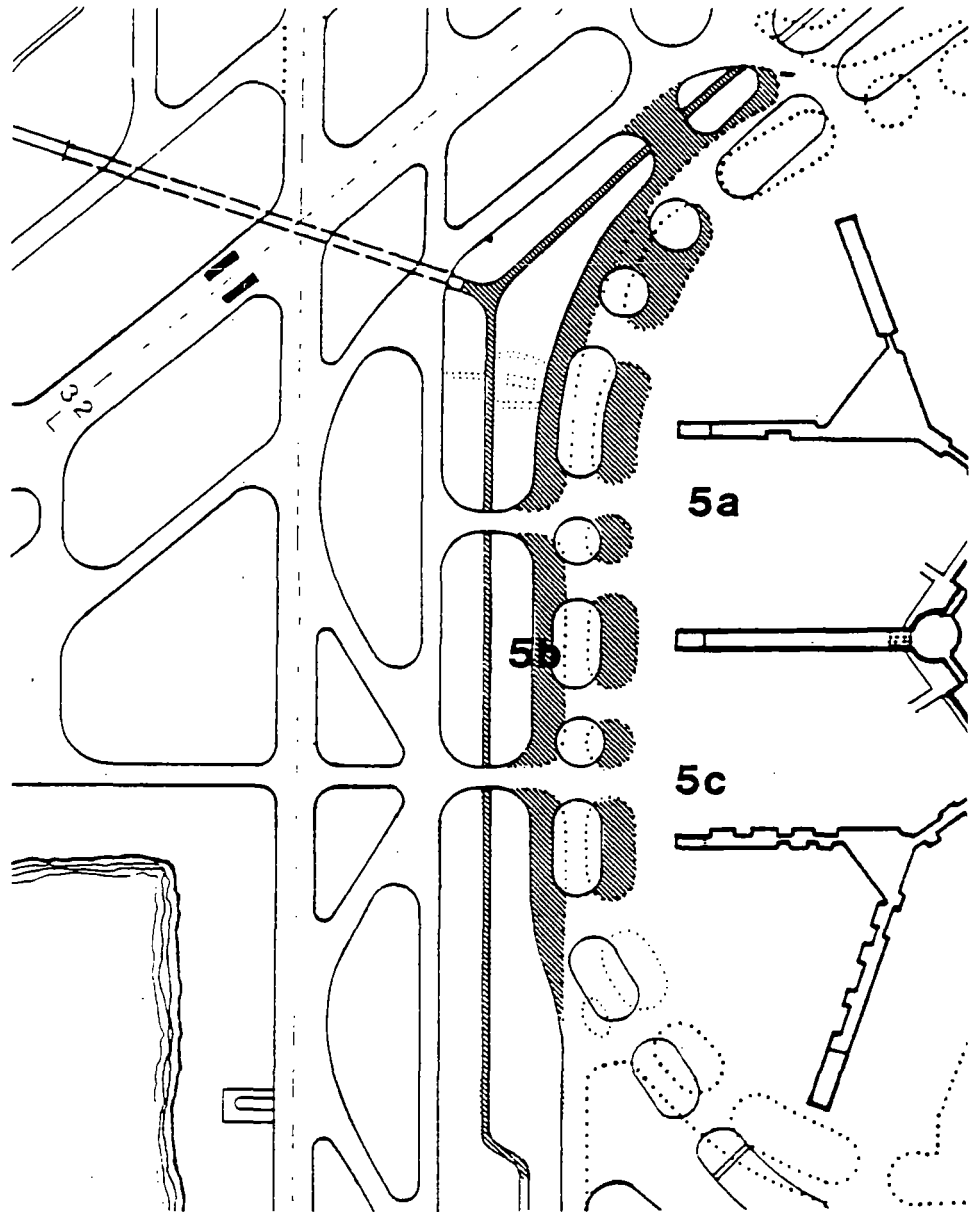
Airline Funded Total: \$31,950,815

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Taxiway Paving	\$13,977,779	9/85	10/86	I
b. Service Road Relocation	\$ 1,083,996	3/85	5/85	I
c. Utilities Relocation	\$16,889,040	3/85	11/85	I

Project Scope:

This project includes a 150 to 155-foot southward relocation of the Inner and Outer Taxiways and all related crossover pavements. Also included is the relocation of the airport's primary utility corridor, and the service road. Extension of the aircraft parking apron and taxilanes is also included. Relocation of fueling facilities is not included in this project.

AIRPORT DEVELOPMENT PLAN.



→ 11.17.82

Inner/Outer Taxiway
F thru H Relocation

AF-5

AIRPORT DEVELOPMENT PLAN.

Number: AF-6

Date: 1/17/83

Name: Inner/Outer Taxiway B/C Relocation

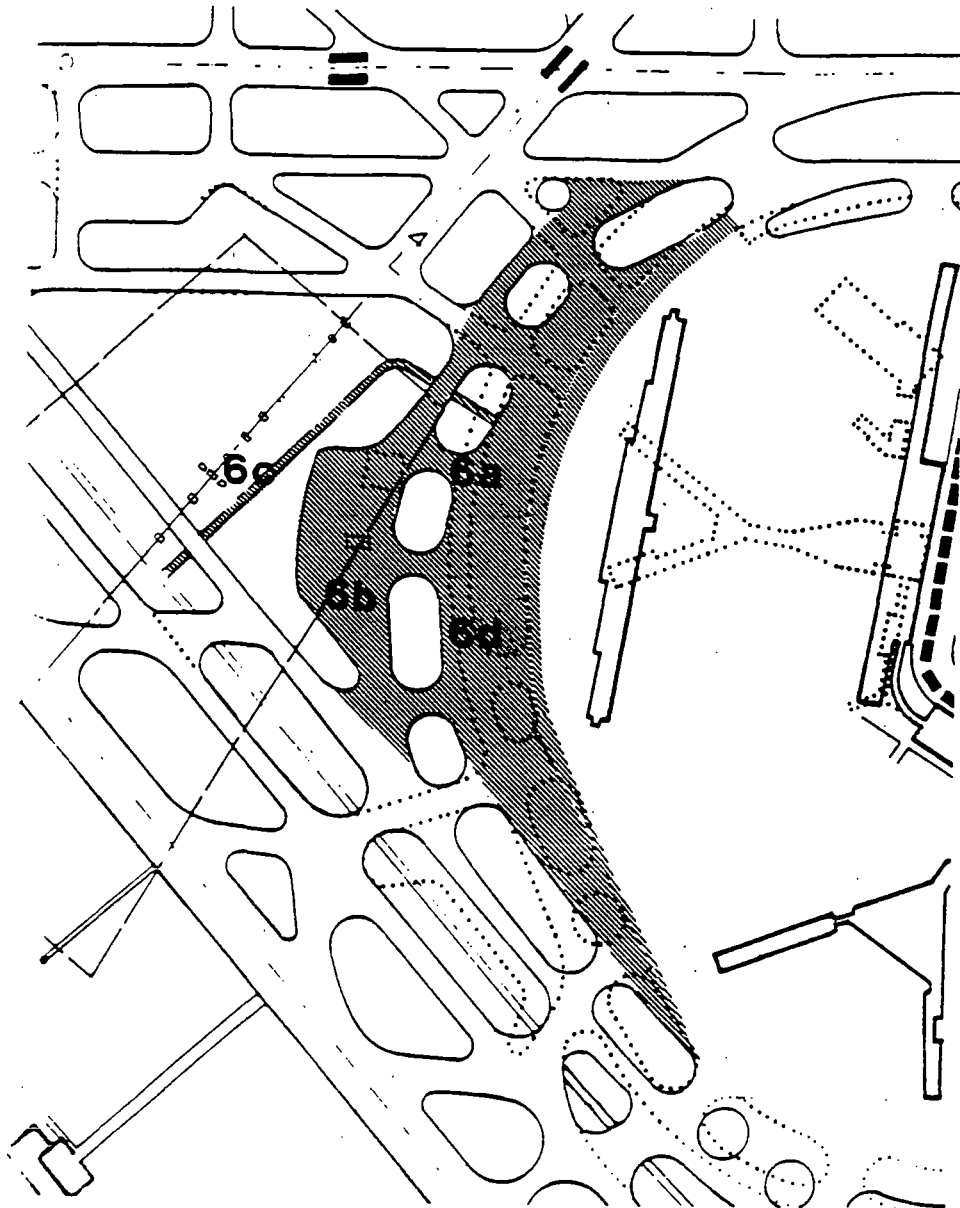
Airline Funded Total: \$23,329,944

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. B/C Inner/Outer Taxiway	\$16,560,450	9/85	8/86	I
b. 4L Holding Apron	\$ 3,354,372	9/85	11/85	II
c. Service Road	\$ 444,690	9/85	10/85	I
d. Demolition Existing B/C Inner/Outer Taxiway	\$ 2,970,432	9/85	3/86	I

Project Scope:

The section of the Inner/Outer Taxiway system is to be relocated from the points of intersection with the 9L/27R Parallel Taxiway to approximately the end of the D Concourse. Existing pavement areas and the Truck Fuel Stand, and Deicing Storage Area are to be demolished. Also included is the development of a new aircraft hold apron off of the Outer Taxiway between the existing New Scenic Taxiway and the intersection of the Outer and new 14R/32L second Parallel Taxiway. A new service road connecting the B/C Apron with the main terminal service road network is also included.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Inner/Outer Taxiway B/C
Relocation

AF-6

AIRPORT DEVELOPMENT PLAN.

Number: AF-7

Date: 1/17/83

Name: Utility Relocations B/C Apron

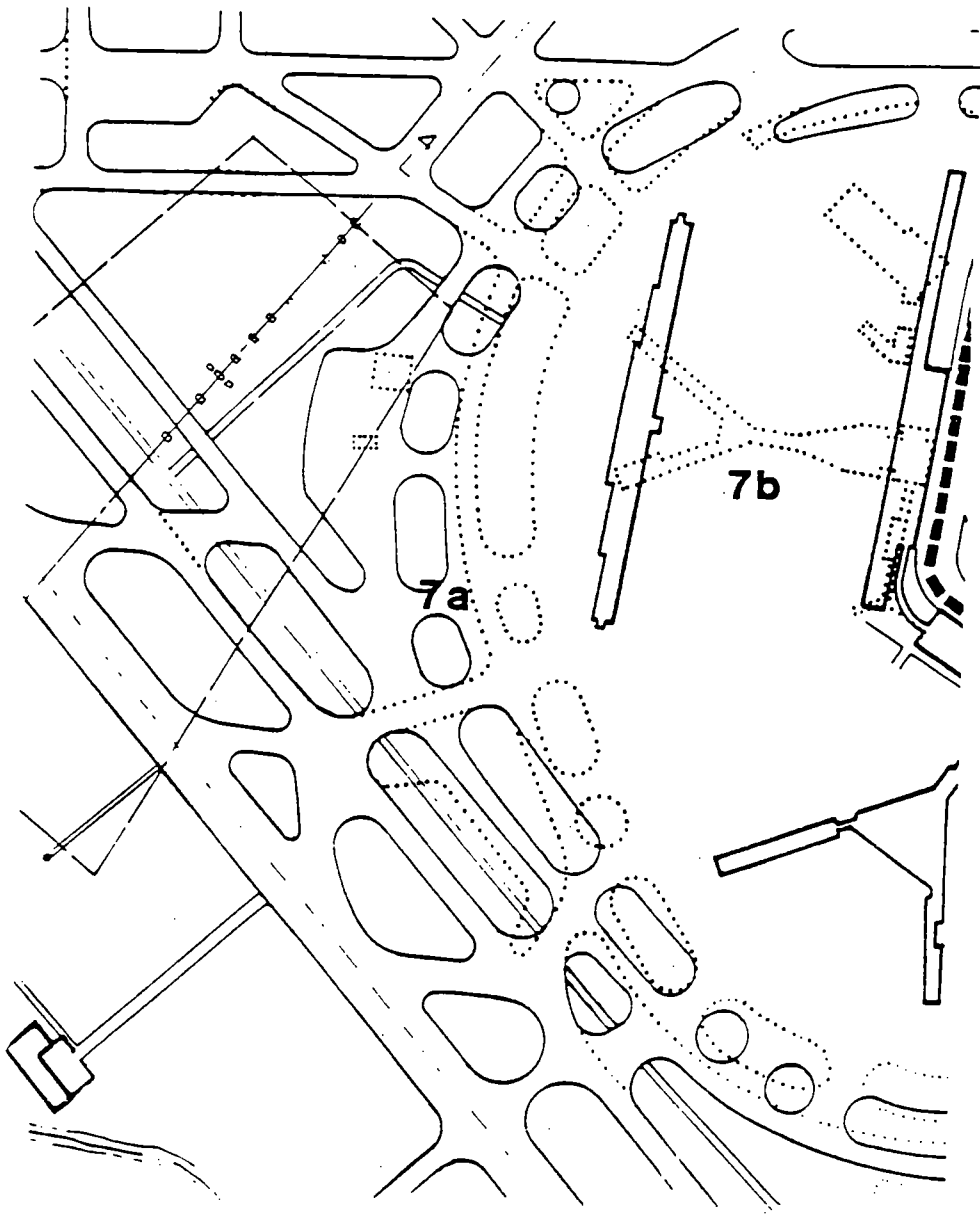
Airline Funded Total: \$9,661,373

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Electrical and Telephone Relocation	\$7,743,293	9/84 3/88	8/85 4/88	I
b. Apron Storm Sewer	\$1,918,080	9/84	8/85	I

Project Scope:

Airport/Terminal utility systems under the Concourse B/C apron are to be relocated and upgraded. Included are electrical and telephone transmission lines and apron storm sewers including inlets.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Utility Relocations B/C Apron

AF-7

AIRPORT DEVELOPMENT PLAN.

Number: AF-8

Date: 1/17/83

Name: Inner/Outer Taxiway Relocation K/L

Airline Funded Total: \$25,451,401

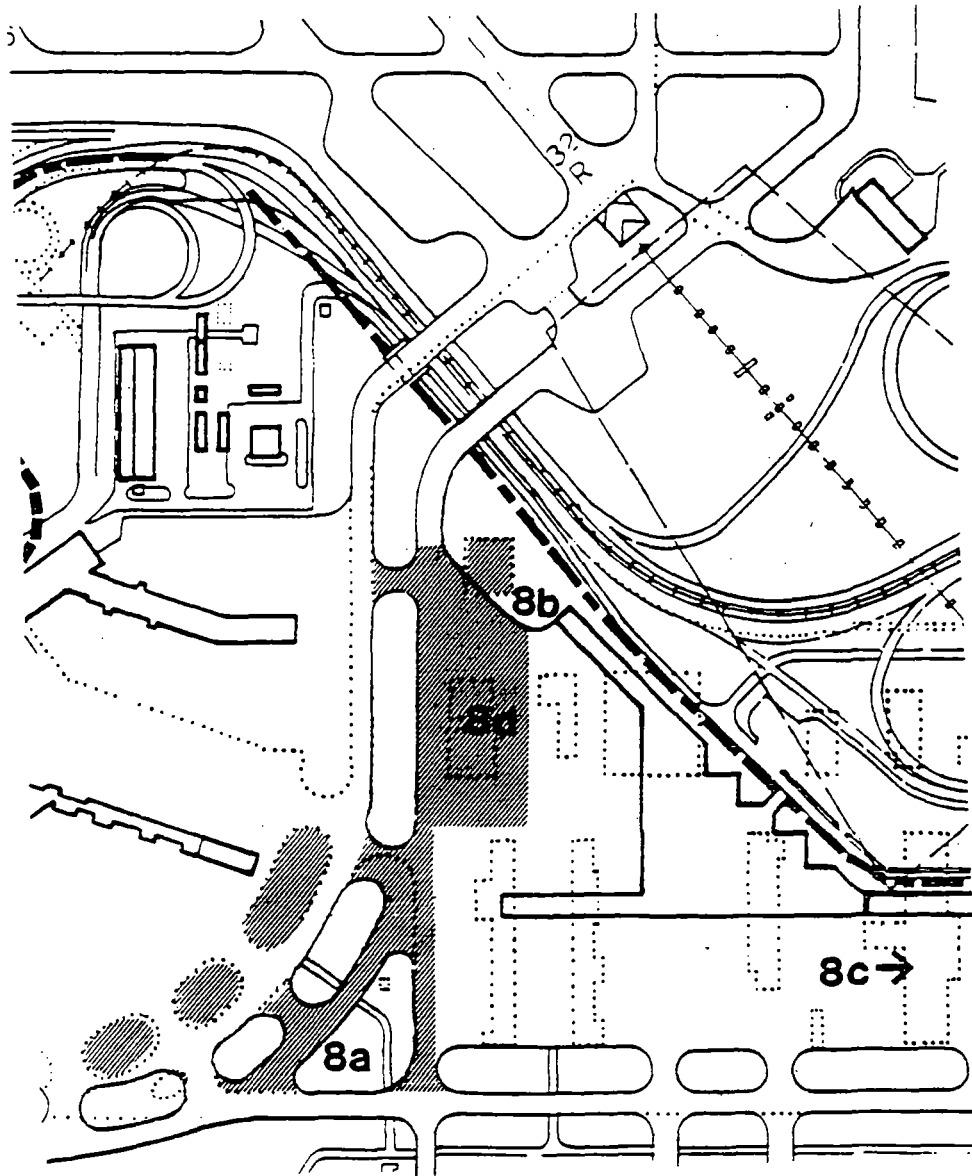
Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Inner/Outer Taxiway K/L Includes Demo. of Existing (Category 2)	\$ 9,299,340	8/83	7/84	I
b. Demo. Flight Kitchens and Airport Maintenance Building (Category 1)	\$ 284,377	8/84	10/84	I
c. Site Preparation Southeast Services Area (Category 1)	\$12,559,320	8/83	7/84	I

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
d. Aircraft Parking Area (Category 2)	\$ 3,308,364	9/84	12/84	I

Project Scope:

This project includes the realignment of the Inner/Outer Taxiway adjacent to Concourses K and L. The new geometry will maintain the existing Outer Taxiway as the future Inner Taxiway adjacent to Concourse L, while a new Outer Taxiway is to be constructed to the east of the future Inner Taxiway a distance of 251 feet center line to center line. This relocation necessitates the demolition/reconstruction of the airport maintenance complex, and the Dobbs House and Marriott flight kitchens. The site preparation for the new site for these facilities in the southeast area of the airport is also included. Access to the K and L Concourses for service vehicles is provided with the development of a new service road located on the international terminal apron. Segments of the new Inner/Outer Taxiway Capital Project may be used temporarily for parking of aircraft using the Relocated FIS Facility, so long as the movement of aircraft on such taxiways and into and out of adjacent leased premises is not unreasonably impeded. The construction and use of component AF-8(d) will be given the highest possible priority and construction shall begin at approximately the same time as commencement of demolition of existing Terminal 1 (TA-1c).

AIRPORT DEVELOPMENT PLAN.

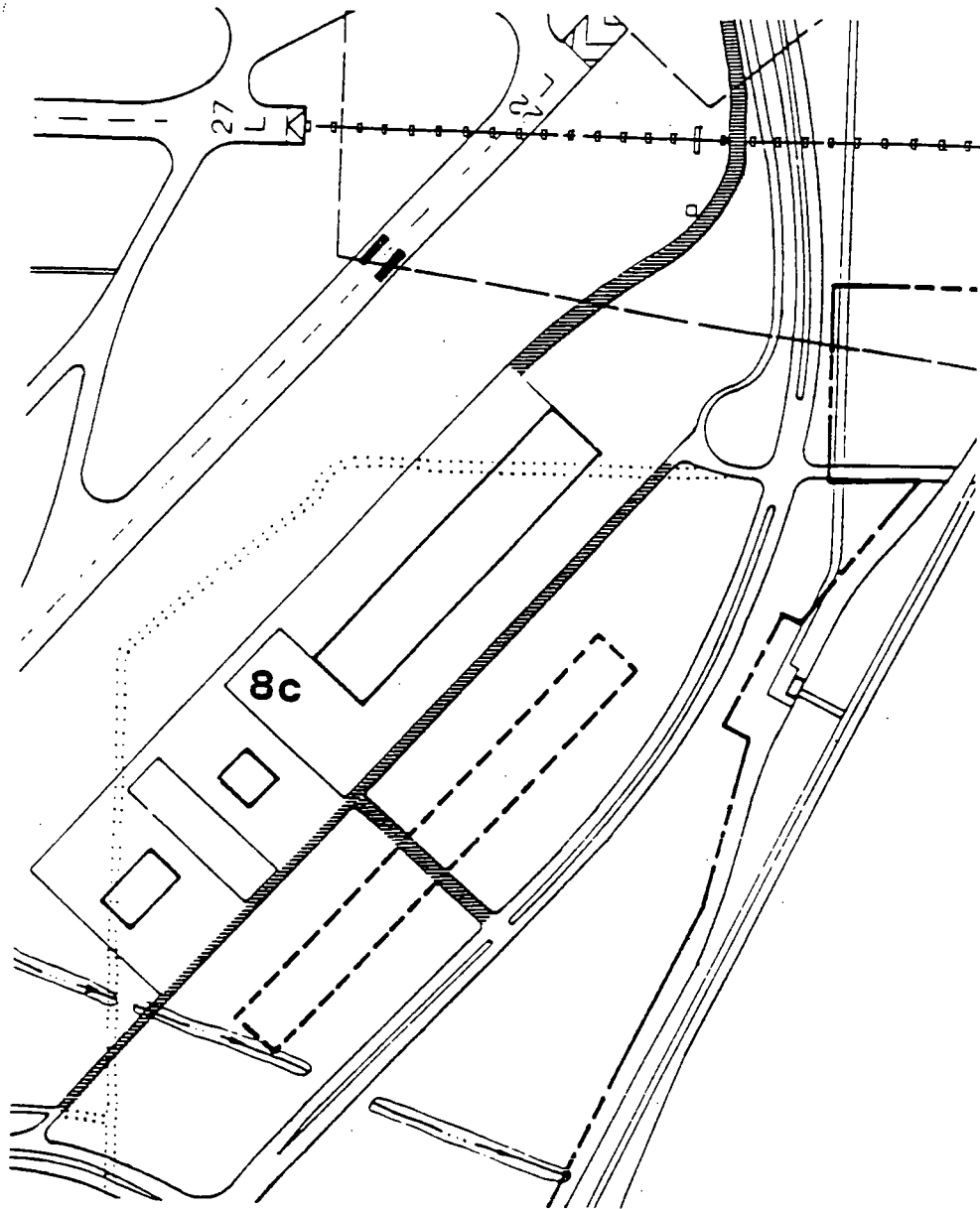


↑ 12.7.82

Inner/Outer Taxiway
K/L Relocation

AF-8.1

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Inner/Outer Taxiway
K/L Relocation

AF-8.2

AIRPORT DEVELOPMENT PLAN.

Number: AF-9

Date: 1/17/83

Name: B/C Apron

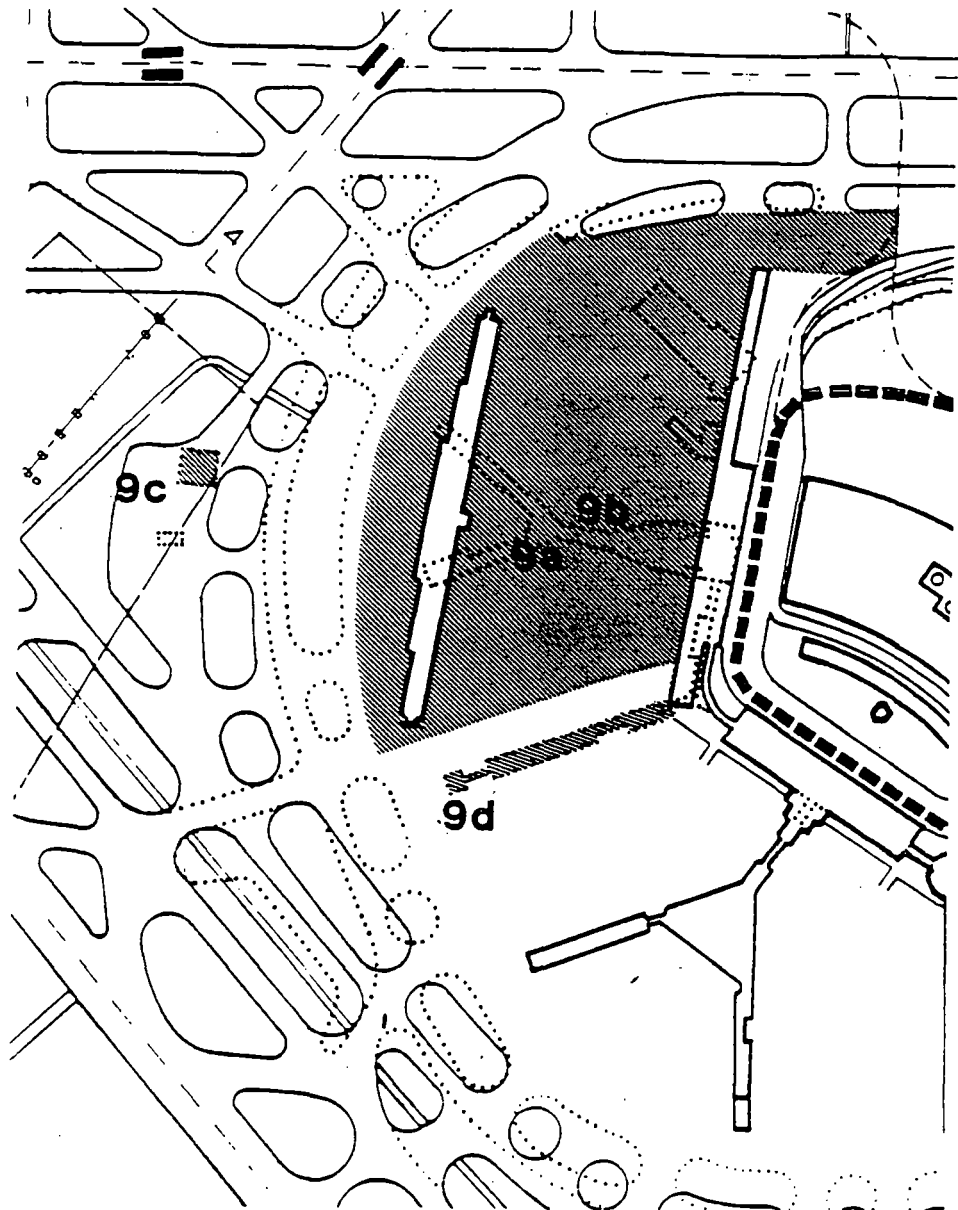
Airline Funded Total: \$40,954,086

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. B/C Apron	\$27,313,200	4/85	10/86	I
b. Demo. Existing B/C Apron	\$12,661,920	3/85	4/86	I
c. Demo. CFR Station No. 1	\$ 39,366	9/85	10/85	I
d. Concourse D Paving	\$ 939,600	4/87	8/87	I

Project Scope:

This project includes the demolition of approximately 244,250 square yards of existing pavement adjacent to the B and C Concourses, as well as the area referred to as the "North Ramp". A total of 252,900 square yards of new pavement will be constructed to replace and expand the B/C Apron area as well as correct sub-grade problems. Also included in this project is the demolition of the Main CFR Station.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

B/C Apron

AF-9

AIRPORT DEVELOPMENT PLAN.

Number: AF-10

Date: 1/17/83

Name: Concourse L Apron

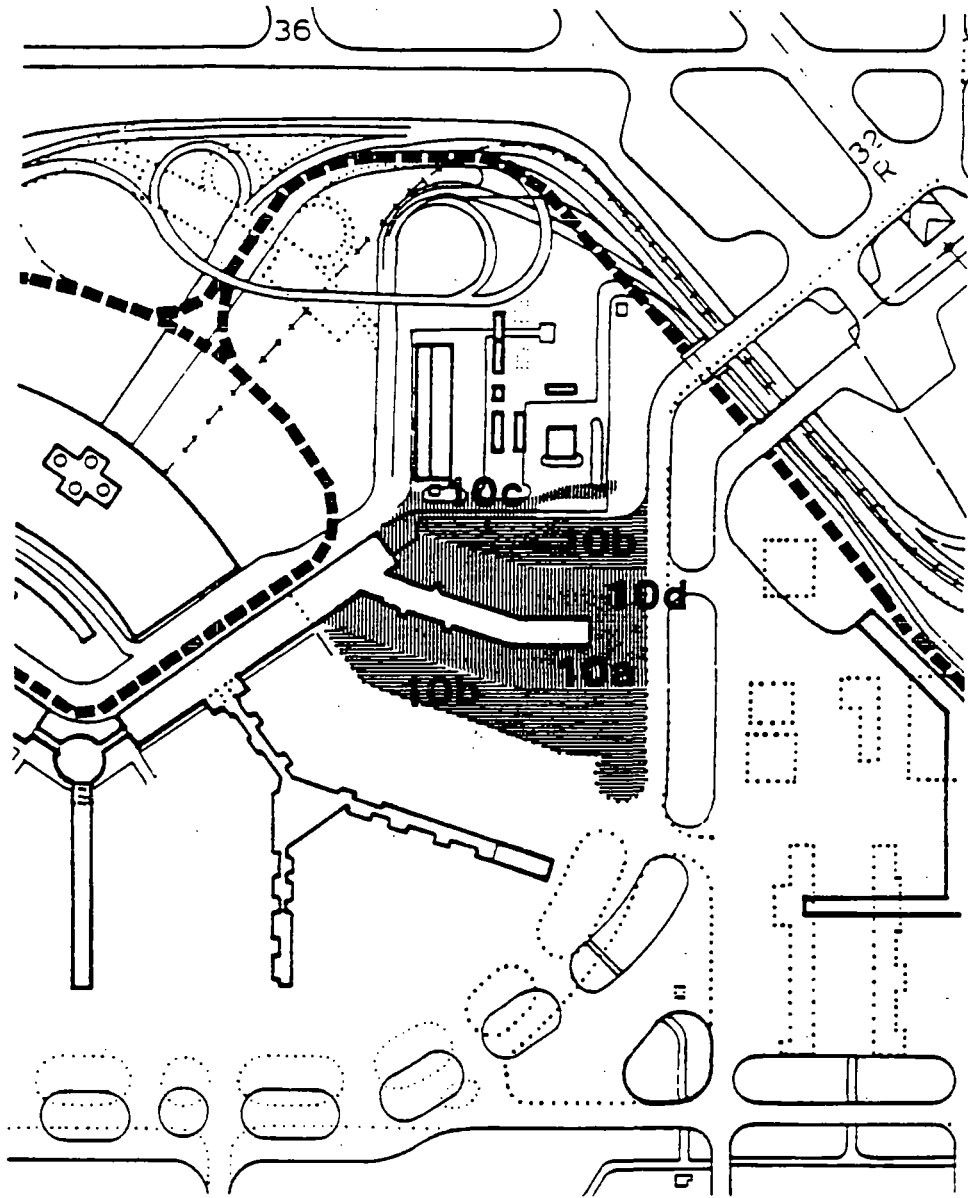
Airline Funded Total: \$13,855,330

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Exclusive Aircraft Parking Area	\$4,752,279	3/83	9/83	I
b. Apron Paving For New Taxiways	\$4,926,823	3/83	9/83	I
c. Associated Service Roadway Work	\$ 508,276	3/83	7/83	I
d. Associated Utilities	\$3,667,952	3/83	7/83	I

Project Scope:

This project includes the development of approximately 91,000 square yards of new aircraft apron area for Terminal 3A/Concourse L. New pavement will be constructed. The Concourse L apron will tie into the existing apron north of Concourse K and extend to an east/west line to the north defined by the southerly limit of the H and R facilities. The installation and construction of new utility systems and apron/terminal service roads are also included in this project.

AIRPORT DEVELOPMENT PLAN.



↑ 12.7.82

Concourse L Apron

AE-10

AIRPORT DEVELOPMENT PLAN.

Number: AF-11

Date: 1/17/83

Name: Cargo Apron Replacement

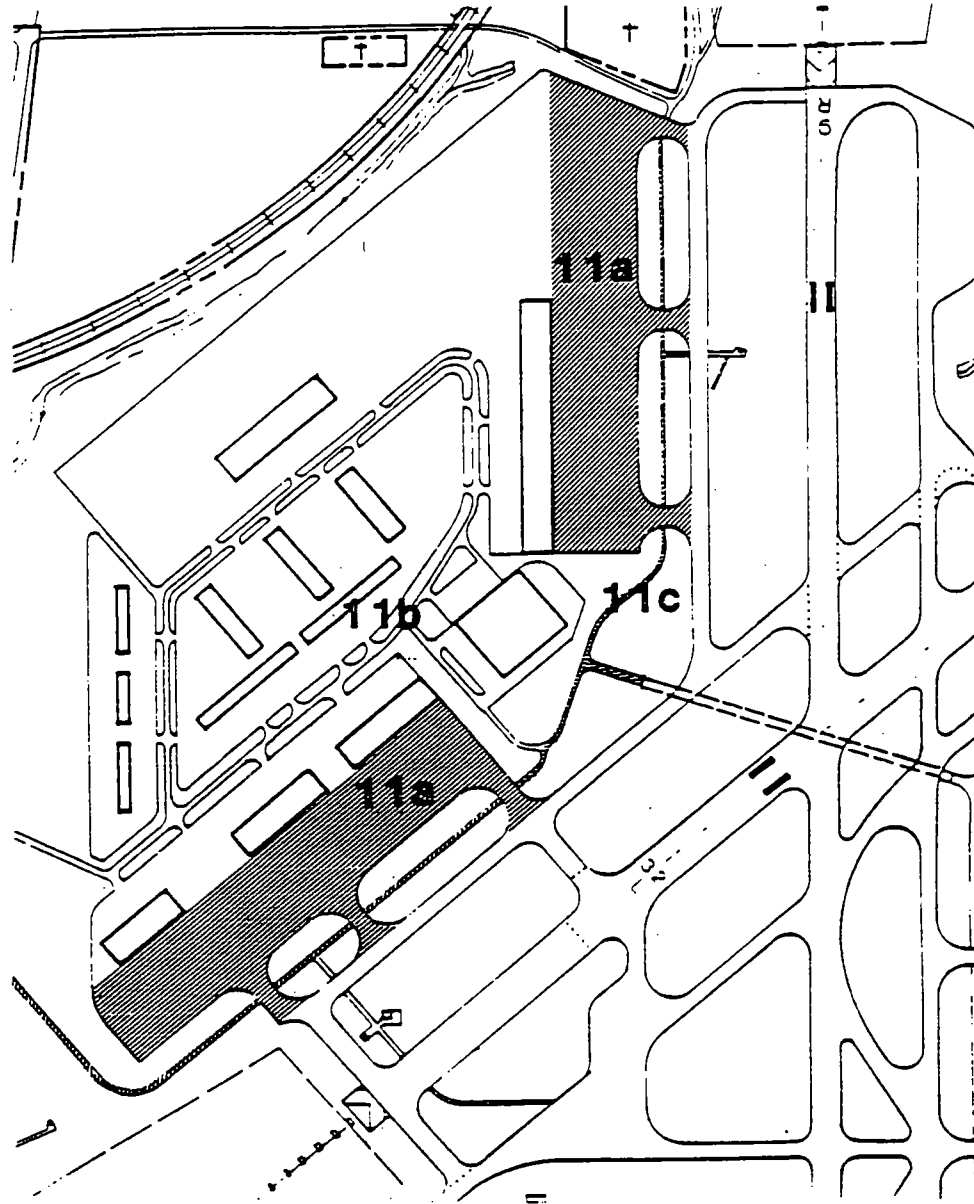
Airline Funded Total: \$31,838,400

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Replacement of Cargo Apron	\$23,349,600	11/84	10/85	II
b. Site Preparation	\$ 6,512,400	9/84	7/85	II
c. Service Road at Cargo Apron	\$ 1,976,400	9/84	7/85	II

Project Scope:

This project includes the replacement of approximately 216,000 square yards of existing cargo facility apron pavements and related site preparation of the new southeast cargo area. Also included is the development of approximately 6,000 linear feet of new service roadway adjacent to the new apron areas.

AIRPORT DEVELOPMENT PLAN.



→ 11.17.82

Cargo Apron Replacement

AF-11

AIRPORT DEVELOPMENT PLAN.

Number: AF-12

Date: 1/17/83

Name: International and Commuter Apron

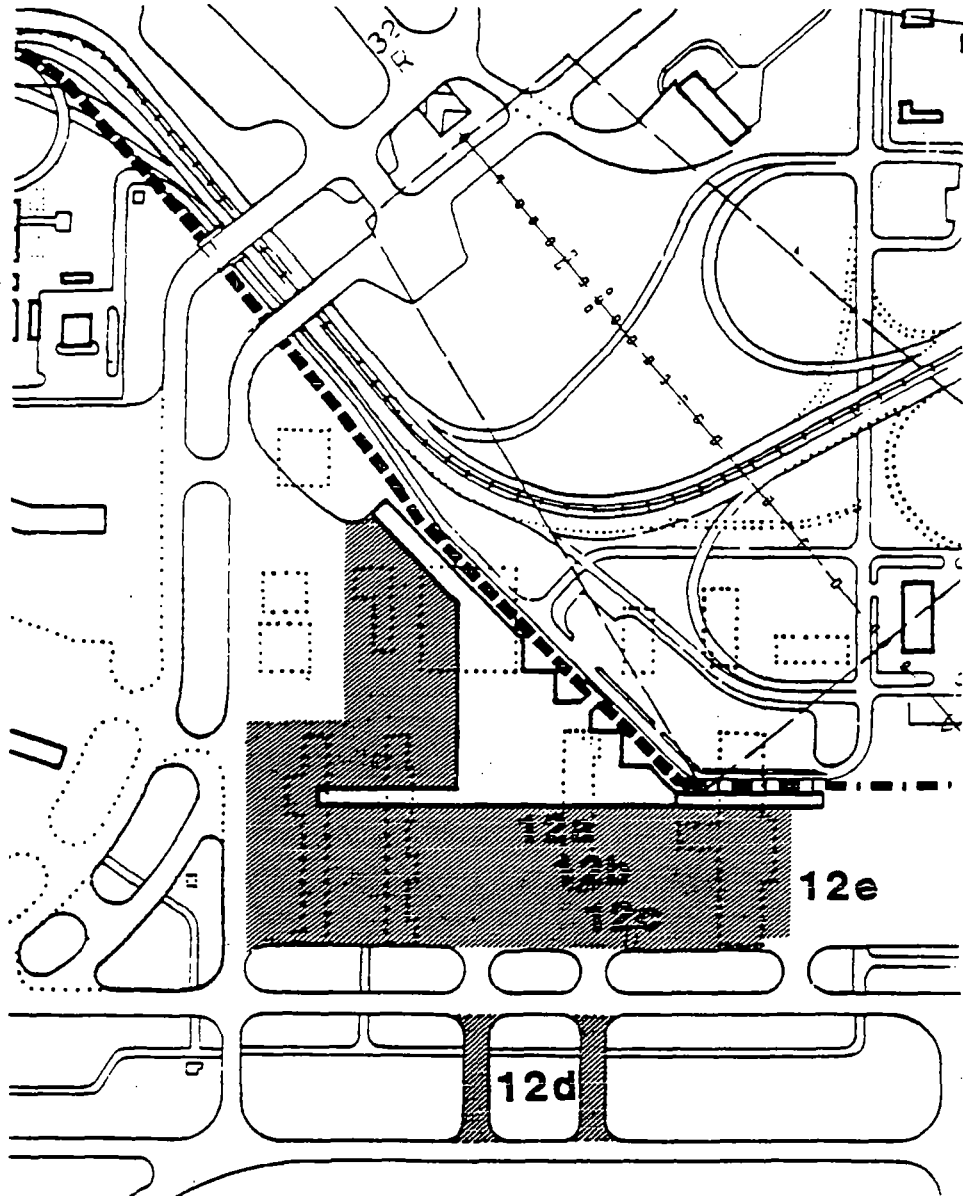
Airline Funded Total: \$20,550,024

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. International Apron	\$12,243,636	4/86	12/86	II
b. Demolition of Existing Cargo Apron	\$ 4,701,888	4/86	10/86	II
c. Demolition of Parking Pavement at Existing Cargo Area	\$ 216,000	4/86	10/86	II
d. International Apron Connectors	\$ 1,566,000	4/86	7/86	II
e. Commuter Apron	\$ 1,822,500	6/86	7/86	II

Project Scope:

This project includes the construction of a 151,156 square yard aircraft apron for the new international terminal building, the initial segment will be utilized for parking aircraft using the Relocated FIS Facility. Demolition of 90,700 square yards of existing aircraft apron serving Joint Use Cargo Building No. 1, Joint Use Cargo Building No. 2 and the Flying Tiger Cargo Building is included along with the demolition and removal of approximately 100,000 square yards of truck and automobile parking areas. The proposed apron is large enough to provide aircraft parking for ten B-747 and four DC-10 type aircraft as well as apron taxiway with clearances for B-747 aircraft. This project also includes 22,500 square yards of Commuter Apron.

AIRPORT DEVELOPMENT PLAN.



↑ 12.7.82

International Apron

AF-12

AIRPORT DEVELOPMENT PLAN.

Number: AF-13

Date: 1/17/83

Name: Military Site Acquisition

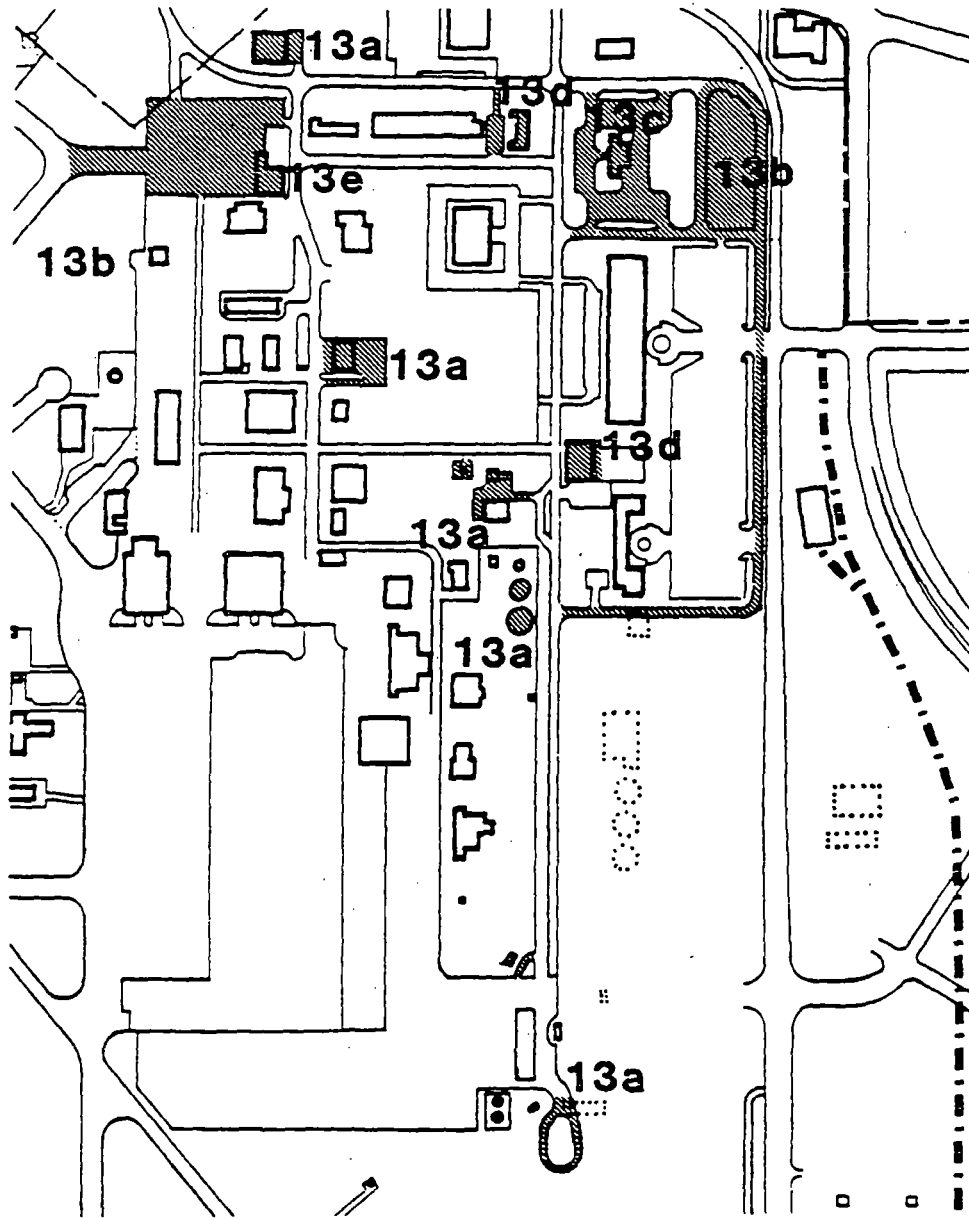
Airline Funded Total: \$16,072,679

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Miscellaneous Utilities	\$6,494,558	9/84	8/85	II
b. Miscellaneous Support Facilities	\$ 697,194	9/84	8/85	II
c. Officers Club	\$4,384,908	9/84	8/85	II
d. Visiting Officers Quarters	\$1,409,411	9/84	8/85	II
e. Aerial Port Storage	\$3,086,608	9/84	8/85	II

Project Scope:

This project includes the costs to acquire land from the U. S. Air Force. Included are the demolition, relocation and replacement costs for existing U.S.A.F. facilities located on the parcels of land to be acquired by the City of Chicago.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Military Site Acquisition

AF-13

AIRPORT DEVELOPMENT PLAN.

Number: AF-14

Date: 1/17/83

Name: Replacement CFR Station No. 1

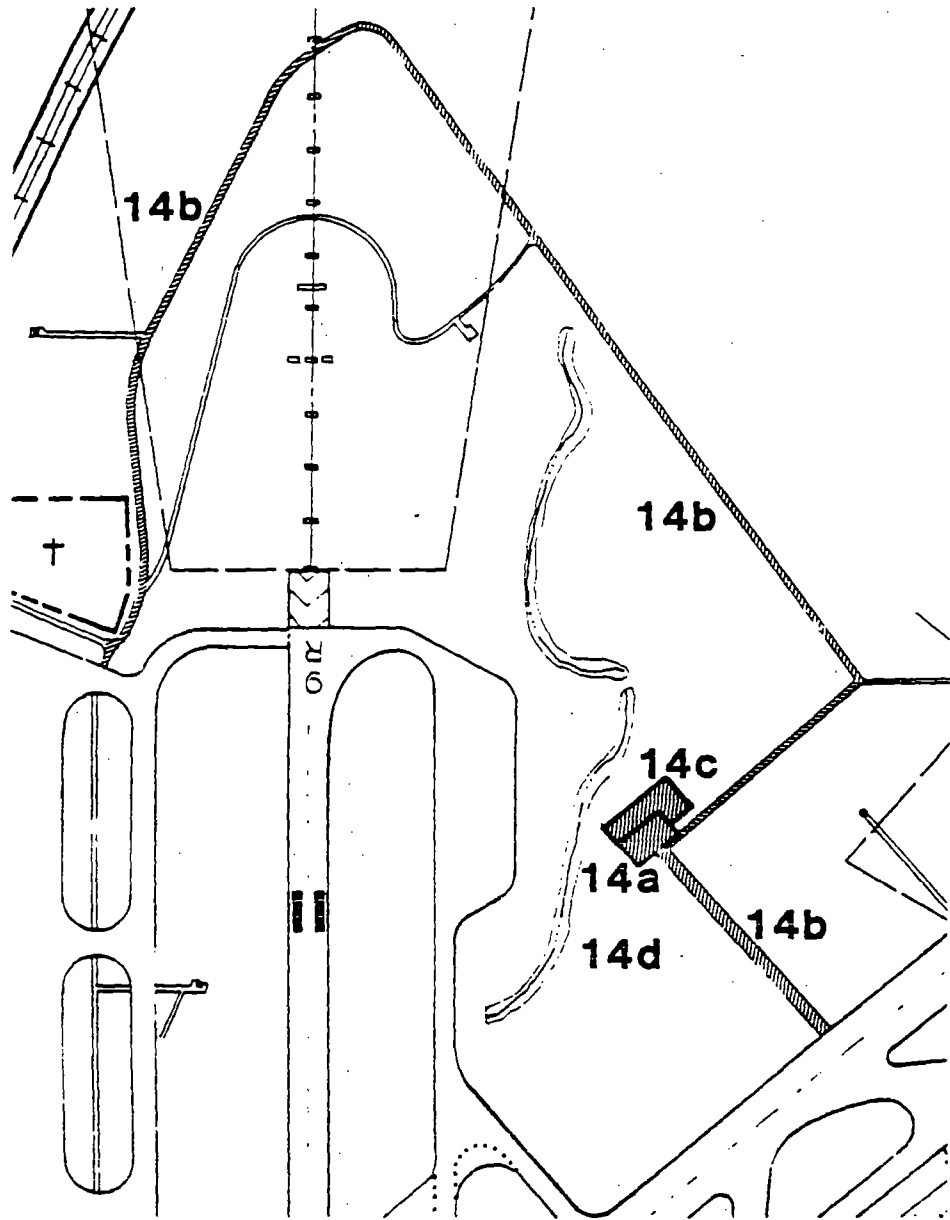
Airline Funded Total: \$8,565,480

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Replacement of CFR Station	\$1,377,810	9/84	8/85	I
b. Service Roads to CFR Station	\$2,009,340	9/84	8/85	I
c. Truck Apron at CFR Station	\$ 264,330	5/85	6/85	I
d. Utility Services	\$4,914,000	4/85	12/85	I

Project Scope:

A new 18,225 square foot CFR Station is to be constructed along with related service roads, parking aprons and utility service. This new CFR facility is to be located west of Runway 14R/32L and north of Runway End 9R. The truck apron development includes 4,450 square yards of new pavement for employee parking and building access for the fire trucks. Service road development includes approximately 6,100 linear feet of roadway to provide access to the facility from the new cargo area.

AIRPORT DEVELOPMENT PLAN.



→ 11.17.82

Replacement Of CFR Sta. #1

AF-14

AIRPORT DEVELOPMENT PLAN.

Number: AF-15

Date: 1/17/83

Name: Airport Maintenance Complex
(Category 1)

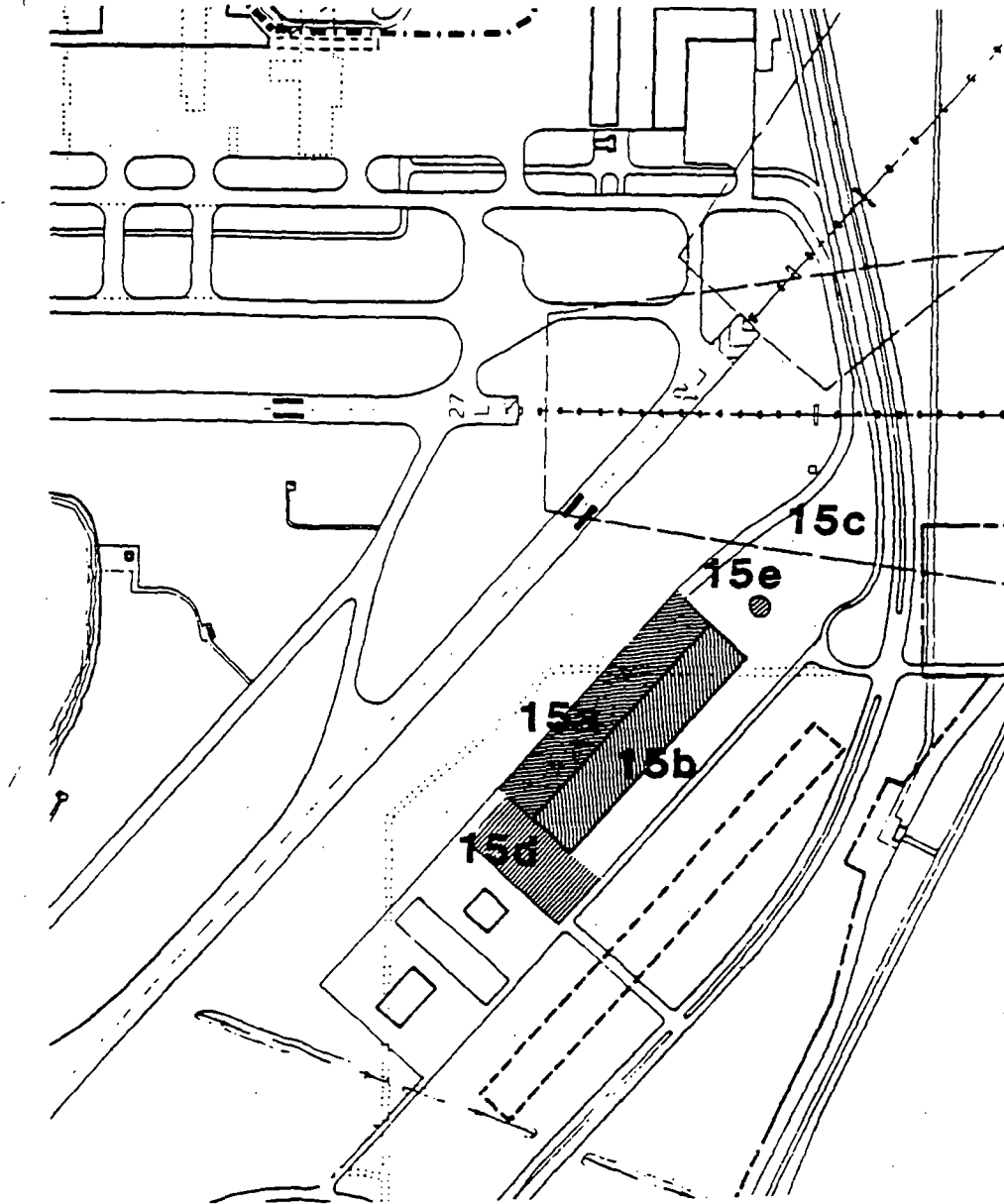
Airline Funded Total: \$17,100,077

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Truck Apron	\$1,386,990	5/84	7/84	I
b. Maintenance Facility	\$7,020,000	9/83	8/84	I
Snow Removal Facility	\$7,020,000	9/83	8/84	I
c. Electrical Distribution	\$1,080,000	9/83	6/84	I
d. Employee Parking	\$ 485,087	5/84	6/84	I
e. Salt Storage	\$ 108,000	4/84	6/84	I

Project Scope:

Development of the southeast area of the airport is proposed for the construction of the new airport maintenance and snow removal vehicle facility and other airport/related service facilities. Included in this project is the development of a replacement facility for the existing airport maintenance building as well as truck aprons, employee parking areas, and a new salt storage facility. Electrical utility systems necessary to support the proposed development are also included. The project does not include \$6,000,000 in committed ADAP funds for the construction of a snow removal facility.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Southeast Services Area

AF-15

AIRPORT DEVELOPMENT PLAN.

Number: AF-16

Date: 1/17/83

Name: General Aviation Apron

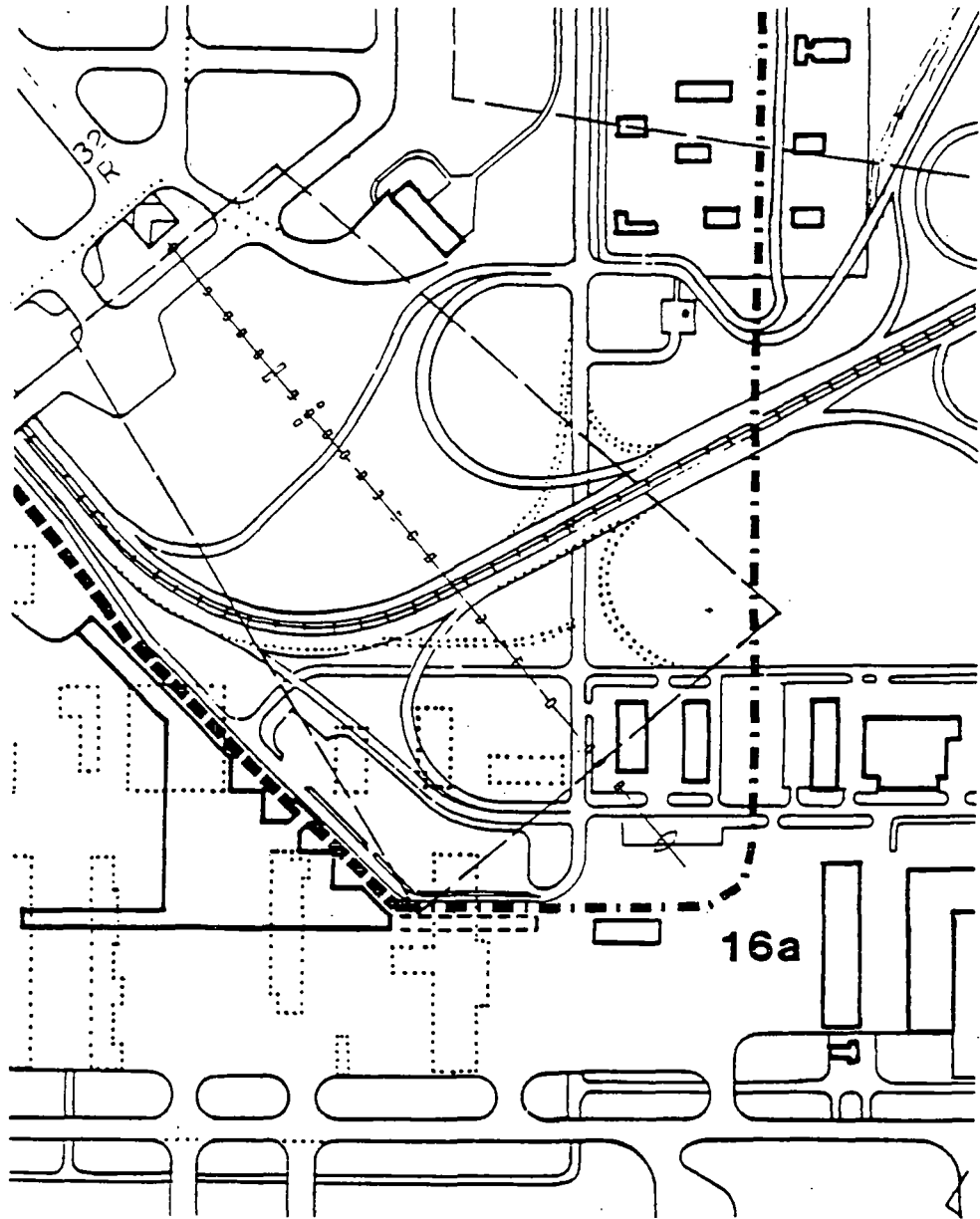
Airline Funded Total: \$0

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Hangar/Support Facility	\$0	4/86	6/86	---

Project Scope:

This is a non-funding item. The existing TWA and portion of the United Airlines cargo apron are to be reused for general aviation aircraft. General aviation related buildings are not a part of the project, as it is anticipated that private funds will be utilized to replace existing facilities.

AIRPORT DEVELOPMENT PLAN.

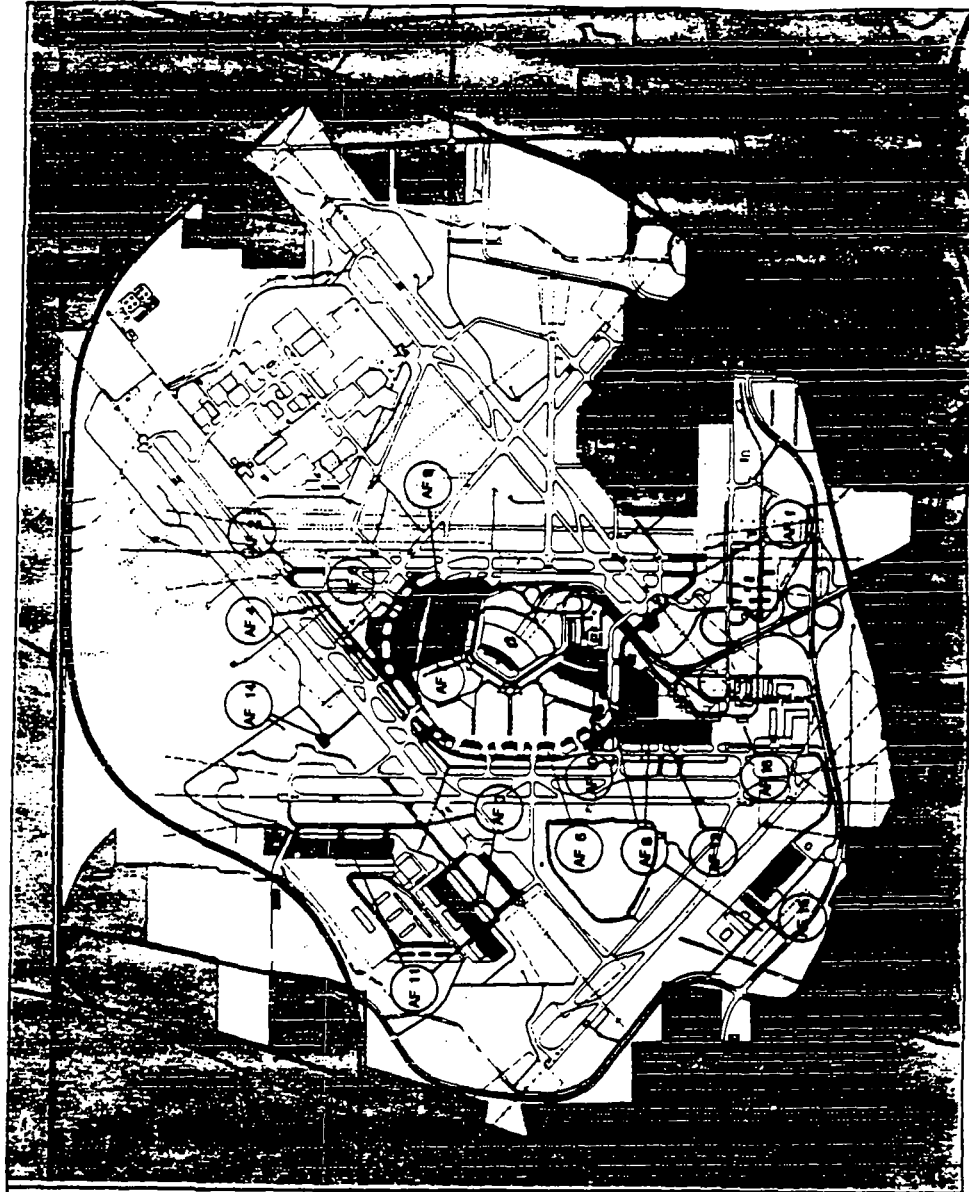


↑ 11.17.82

General Aviation Apron

AF-16

TERMINAL AREA CRC (TA)



12.7.82

AIRFIELD IMPROVEMENT PROJECTS

- AF-1. Extension Runway 27R
- AF-2. Extension Runway/Taxiway 9L
- AF-3. 27R/9L Parallel Taxiways
- AF-4. 140/32R Parallel Taxiways
- AF-5. Inert/Filter Taxiway F Thru H Relocation
- AF-6. Inert/K.A. Taxway H/C Relocation
- AF-7. Utility Relocations H/E. Apron
- AF-8. Inert/Filter Taxiway K/A. Relocation
- AF-9. D/H Apron
- AF-10. Concrete I. Apron
- AF-11. Cargo Apron Replacement
- AF-12. International and Unmanned Apron
- AF-13. Military Site Acquisition
- AF-14. Replacement of 11K Station #1
- AF-15. Airport Maintenance Complex
- AF-16. General Aviation Apron

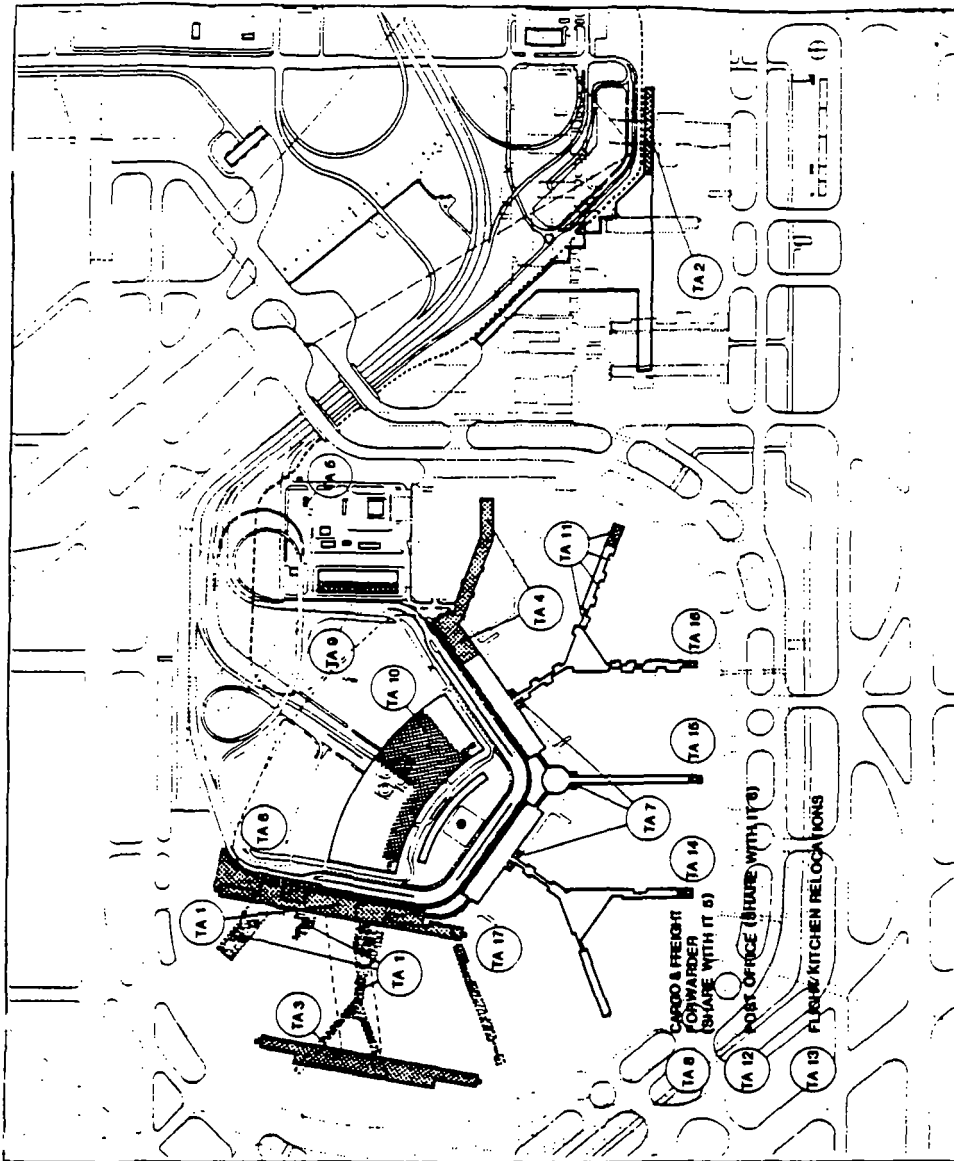
Sheet B 1A

AIRPORT DEVELOPMENT PLAN
AIRFIELD COST REVENUE CENTER

CHICAGO AIRPORT
LANDING AND TAKEOFF CENTER

CHICAGO O'HARE INTERNATIONAL AIRPORT
John M. Byrne Mayor Thomas Rogstad Commissioner of Public Works
James P. Walker Commissioner of Public Works

TERMINAL AREA CRC (TA)



12.7.82

TERMINAL AREA CAPITAL PROJECTS

- TA-1. Terminal I
- TA-2. Concourse Terminal
- TA-3. B/A Sets Area
- TA-4. Terminal 3A/Concourse L
- TA-5. Electrical Relocations
- TA-6. Utilities at Central Terminal Area
- TA-7. Terminal 2/3 Additions
- TA-8. Cargo, mail freight forwarder Relocations (Share with IT-5)
- TA-9. JET Fuel Expansion (Share with IT-6)
- TA-10. Relocate IT 5 Facility
- TA-11. Extension and Improvement Concourse K
- TA-12. Post Office (Share with IT-6)
- TA-13. Flight Kitchen Relocations
- TA-14. Extension and Improvement of Concourse F
- TA-15. Extension and Improvement of Concourse C
- TA-16. Extension and Improvement of Concourse H
- TA-17. Inter-line Shipping Improvements

FIGURE B 13

AIRPORT DEVELOPMENT PLAN
TERMINAL AREA COST REVENUE CENTER

O'HARE ASSOCIATES
LANDPLANNING ARCHITECTURE
1111 North Dearborn
Chicago, Illinois 60610

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago James M. Byrne Mayor Thomas R. Bradley Commissioner of Landmarks
James R. Butler Commissioner of Public Works

AIRPORT DEVELOPMENT PLAN.

SUMMARY SHEET (1/17/83)

	<u>CATEGORY 1</u>	<u>CATEGORY 2</u>	<u>FUNDING PRIORITY I</u>	<u>AIRLINE FUNDED TOTALS</u>
<u>TERMINAL AREA CRC</u>				
<u>CAPITAL PROJECTS</u>				
TA-1. Terminal 1			\$67,166,438	\$67,166,438
TA-2. Commuter Terminal Interim Commuter				\$4,387,999
TA-3. B/C Satellite			\$82,916,211	\$82,916,211
TA-4. Terminal 3A/ Concourse L			\$32,667,346	\$32,667,346
TA-5. Electrical Relocation			\$11,376,000	\$11,376,000
TA-6. Utilities at Central Terminal Area				\$4,212,000
TA-7. Terminal 2/3 Additions				\$7,562,074
TA-7a Security Additions Concourses E/F, G & H/K		\$2,799,360		
TA-8. Cargo, and Freight Forwarder Relocations (Share with IT-5)				\$44,083,133
TA-9. H&R Plant Expansion (Share with IT-4)				\$20,703,583
TA-9c 4000 Ton Chiller	\$2,293,920		\$2,293,920	
TA-10. Relocated FIS Facility	\$16,666,560		\$16,666,560	\$16,666,560
TA-11. Extension and Improvement Concourse K			\$3,240,000	\$3,240,000
TA-12. Post Office (Share with IT-6)				\$1,707,573
TA-13. Flight Kitchen Relocations				\$0
TA-14. Extension and Improvement of Concourse F			\$1,620,000	1,620,000

AIRPORT DEVELOPMENT PLAN.

SUMMARY SHEET (1/17/83)

	<u>CATEGORY 1</u>	<u>FUNDING CATEGORY 2</u>	<u>FUNDING PRIORITY I</u>	<u>AIRLINE FUNDED TOTALS</u>
<u>TERMINAL AREA CRC</u>				
<u>CAPITAL PROJECTS (Con't)</u>				
TA-15. Extension & Improvement of Concourse G			\$1,620,000	\$1,620,000
TA-16. Extension & Improvement of Concourse H			\$1,620,000	\$1,620,000
TA-17. Inter-Line Baggage Improvements				\$0
TOTALS	\$18,960,480	\$2,799,360	\$218,892,556	\$301,548,418

AIRPORT DEVELOPMENT PLAN.

Number: TA-1

Date: 1/17/83

Name: Terminal 1

Airline Funded Total: \$67,166,438

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Terminal No. 1	\$58,192,290	9/84	2/87	I
b. Canopy Terminal No. 1	\$ 5,400,000	10/87	6/88	I
c. Demolition of Terminal No. 1, etc.	\$ 849,52	49/84	12/84*	I

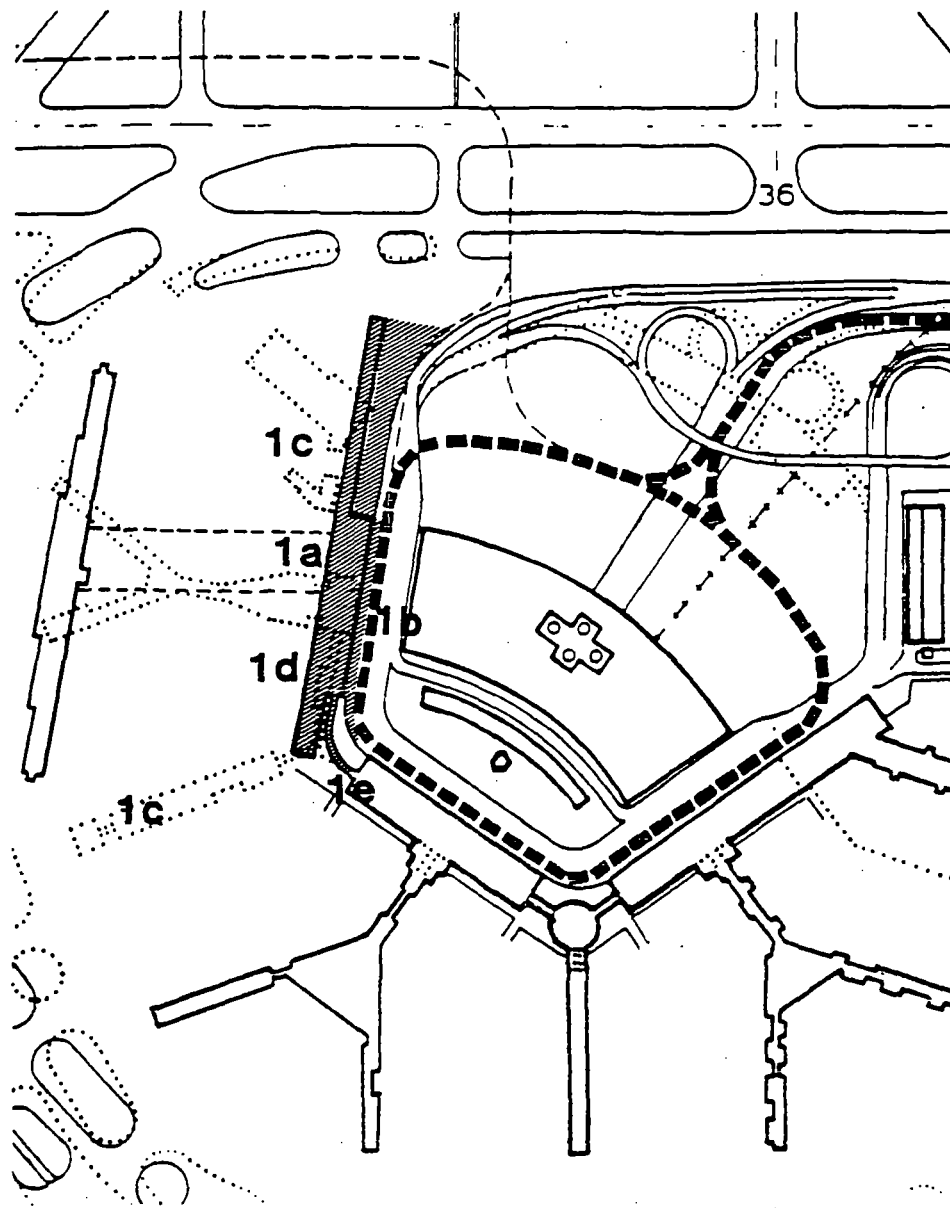
* The demolition of Concourse D will not commence before the last date on which any of the Airline Parties having Phase I Exclusive Use Premises in Concourse D must surrender such Phase I Premises pursuant to the provisions of Section 4.03 of the Airport Use Agreement.

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
d. Utilities Terminal No. 1	\$ 910,224	7/85	1/86	I
e. Terminal 1/2 Connector	\$1,814,400	10/87	6/88	I

Project Scope:

The project includes the construction of approximately 367,170 square feet of enclosed building space (excluding utility/mechanical space in the penthouse and basement levels) for Terminal Building No. 1. Not less than 58% of the combined total enclosed space (excluding utility/mechanical space in the penthouse and basement levels) of Projects TA-1(a), TA-3(a) and TA-3(b) will be Airline Exclusive Use Premises. This project provides for approximately 2,480 linear feet of aircraft gate frontage which, in combination with the linear feet on TA-3 (B/C Satellite) will total 6,370 linear feet average clear height of any interior public spaces shall not exceed a maximum of 25 feet 7 inches. Also included in this project is the demolition of 393,298 square feet of existing buildings, including the International Terminal, Commuter Terminal, General Aviation Terminal and Hangars, and Concourse D.

AIRPORT DEVELOPMENT PLAN.



↑ 12.7.82

Terminal 1

TA-1

AIRPORT DEVELOPMENT PLAN.

Number: TA-2

Date: 1/17/83

Name: Commuter Terminal

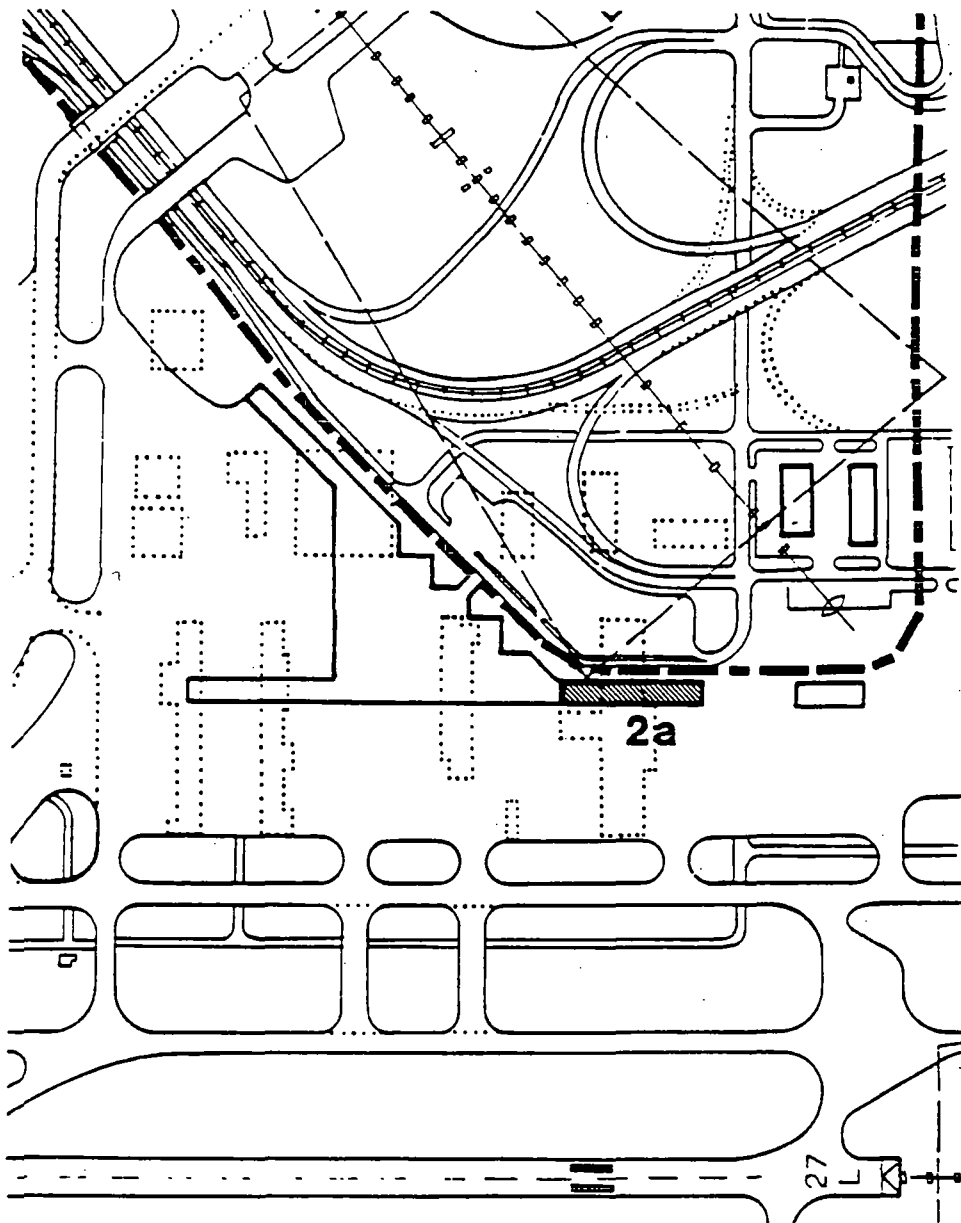
Airline Funded Total: \$4,387,999

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Commuter Terminal	\$3,888,000	9/85	8/86	II
b. Interim Commuter	\$ 499,999	9/84	12/84	II

Project Scope:

Included is the development of a commuter airline concourse that provides approximately 1,160 linear feet of aircraft parking frontage with some double parking areas. The concourse will contain a total of 30,000 square feet of building space for passenger hold areas, corridors and other public spaces. An interim facility for the commuter operation is included in this project.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Commuter Terminal

TA-2

AIRPORT DEVELOPMENT PLAN.

Number: TA-3

Date: 1/17/83

Name: B/C Satellite

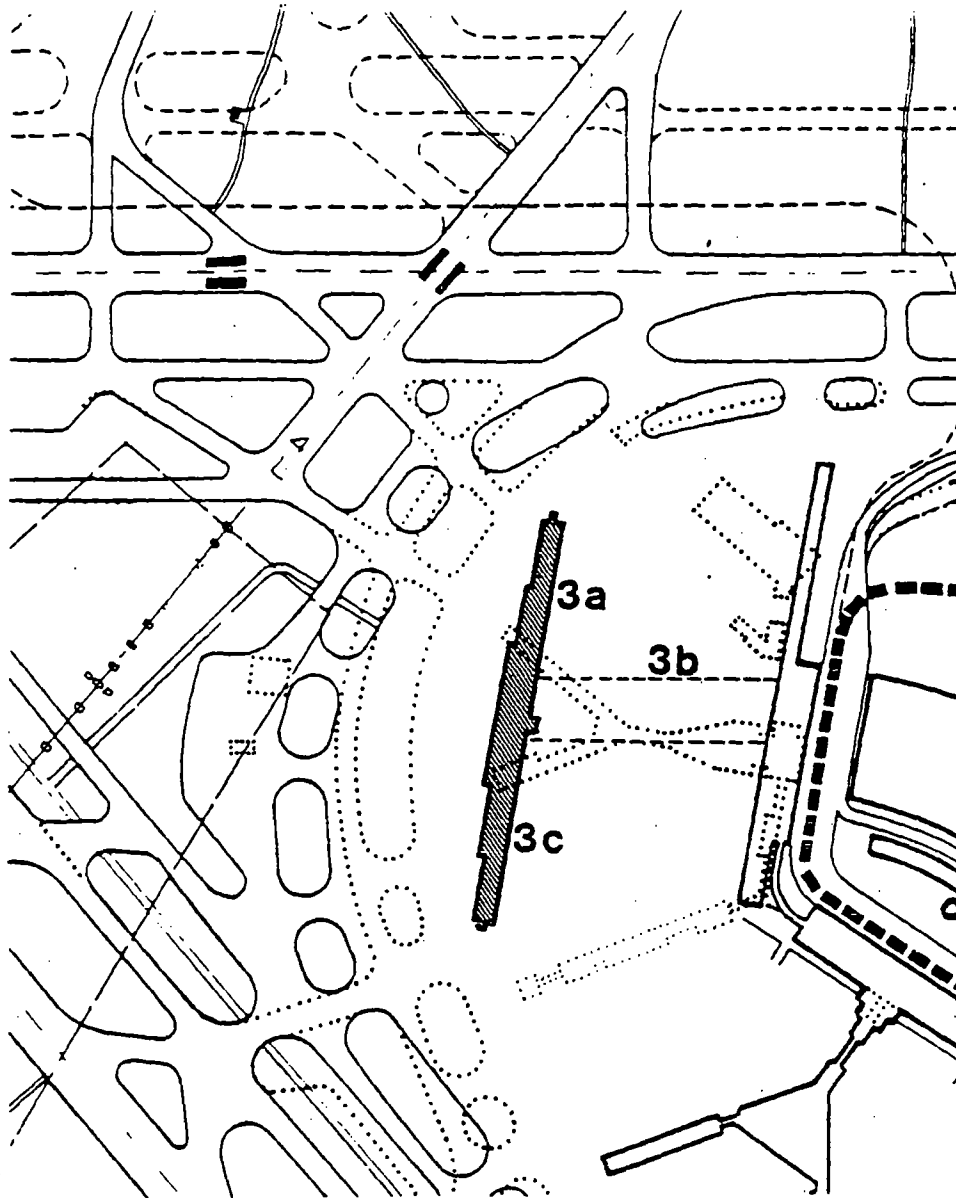
Airline Funded Total: \$82,916,211

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. B/C Satellite	\$47,570,269	10/84 10/87	2/87 6/88	I
b. Pedestrian Tunnel/ Outbound Baggage	\$31,381,020	10/84	9/85	I
c. Branch Utility Tunnel and Piping	\$ 4,479,300	10/84 10/87	9/85 2/88	I

Project Scope:

This project includes the construction of approximately 237,300 square feet of enclosed satellite concourse building space (excluding utility/mechanical space in the penthouse and basement levels) and 264,150 square feet of building space for underground pedestrian tunnel and an underground outbound baggage facility, for a total of 501,450 square feet of enclosed building space. Not less than 58% of the combined total enclosed building space (excluding utility/mechanical space in the penthouse and basement levels) of Projects TA-1(a), TA-3(a) and TA-3(b) will be Airline Exclusive Use Premises. This project provides for not less than 3,890 linear feet of aircraft gate frontage which, in combination with the linear feet of aircraft gate frontage on TA-1, will total 6,370 linear feet. Also included in this project is the construction of a branch utility tunnel and piping for H.V.A.C. systems. Average clear height of any interior public spaces shall not exceed a maximum of 25 feet 7 inches.

AIRPORT DEVELOPMENT PLAN.



↑ 12.7.82

B/C Satellite

TA-3

AIRPORT DEVELOPMENT PLAN.

Number: TA-4

Date: 1/17/83

Name: Terminal 3A/Concourse L

Airline Funded Total: \$32,667,346

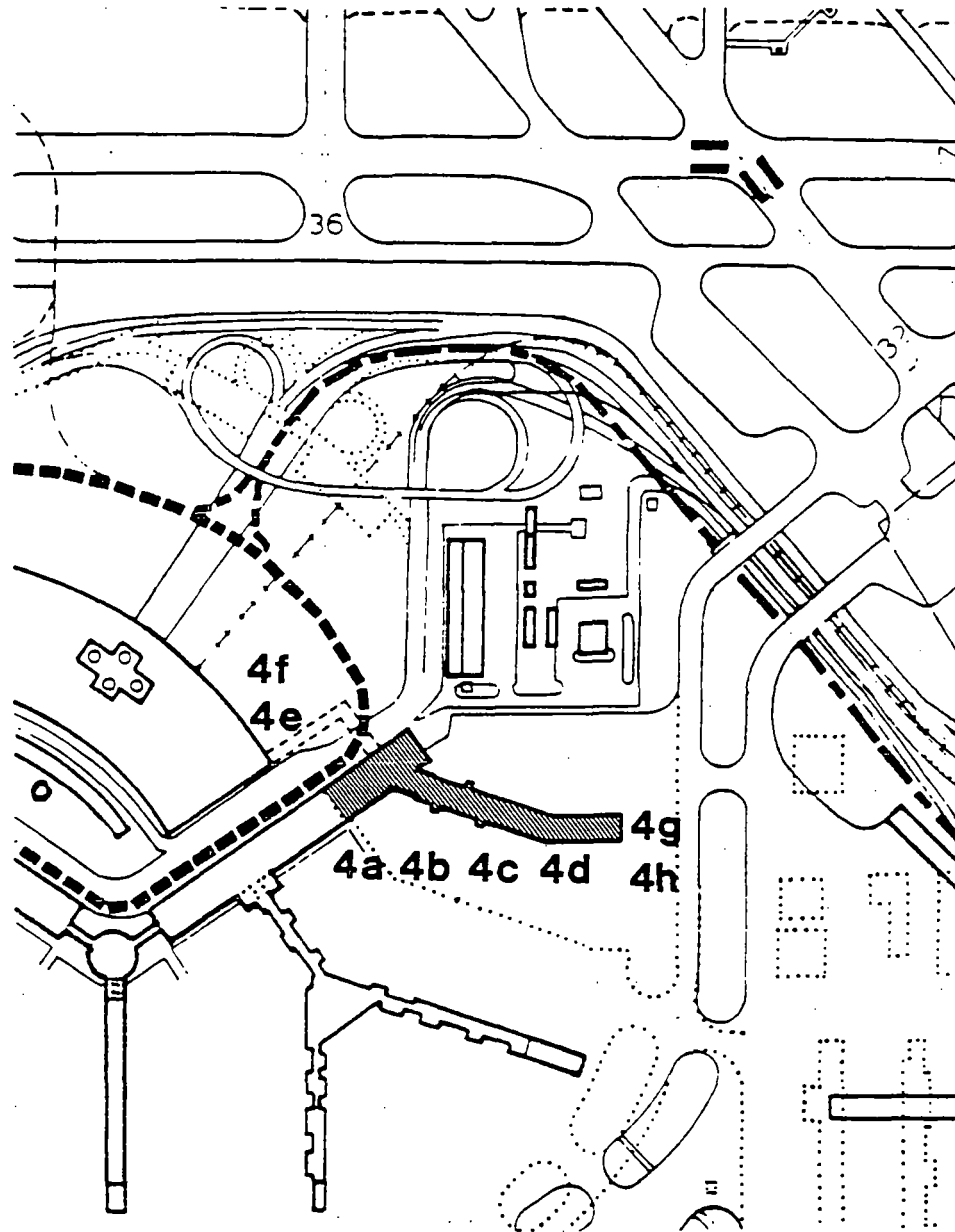
Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Terminal 3A/Concourse L Exclusive Use Premises	See Below	9/82	9/84	I
b. Terminal 3A/Concourse L Public Use Premises	\$26,086,652	9/82	9/84	I
c. Branch Utility Tunnel	\$858,044	9/82	11/82	I
d. Associated Utilities	\$578,996	3/83	9/83	I
e. Utility Tunnel to Parking Garage	\$2,046,004	3/83	6/83	I

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
f. Pedestrian Tunnel Shell to Parking Garage	\$2,257,292	3/83	6/83	I
g. Furnishings, Landscaping and Signage	\$311,881	5/84	9/84	I
h. Additional Support for DGT/40-foot Bay Expansion	\$528,477	9/82	3/83	I

Project Scope:

An extension of Terminal 3 is proposed in addition to a new L Concourse. Terminal 3A will provide a building area of 156,900 square feet and connect to Terminal 3 on both the upper and lower levels and be of a design and architectural quality consistent with the interior and exterior of Terminal 3. Concourse L will also be constructed and provide 1,890 linear feet of aircraft gate frontage and approximately 170,700 square feet of building space. Not less than 55% of the combined total building space (excluding utility/mechanical space in the penthouse and basement levels) of project TA-4 will be airline Exclusive Use Premises. Development also includes expansion of the H&R Tunnel and utility systems, consistent with those of existing terminals and concourses. The estimated cost of the design, construction and equipping of project Component TA-4(a) is \$28,242,993 funded through the issuance of Special Facility Revenue Bonds pursuant to the Special Facility Use Agreement, dated as of August 1, 1982, between Delta Airlines, Incorporated and the City of Chicago.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Terminal 3A/Concourse L

TA-4

AIRPORT DEVELOPMENT PLAN.

Number: TA-5

Date: 1/17/83

Name: Electrical Relocation

Airline Funded Total: \$11,376,000

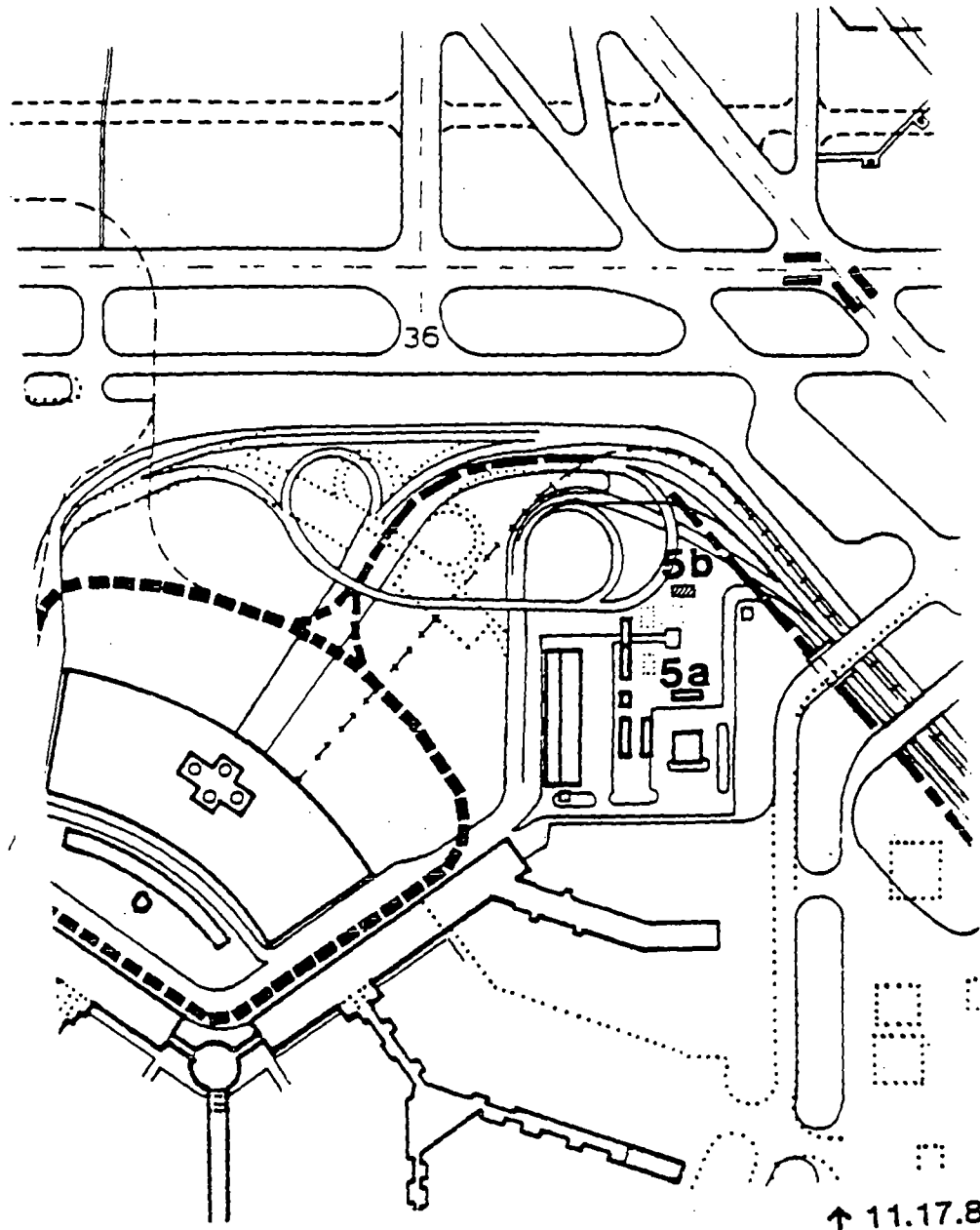
Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Electrical Relocation	\$5,076,000	9/84	10/85	I
b. Relocation RB-40 Substation	\$6,300,000	5/83	12/83	I

Project Scope:

This project includes the relocation of the RB-40 electrical substation and the related electrical lines leading to and emanating from this facility. The substation is being relocated from the southeast side of the airport utility service area (adjacent to the Concourse L apron) to the northern part of the utility service area.

6/27/90

AIRPORT DEVELOPMENT PLAN.



Electrical Relocation

↑ 11.17.82

TA-5

AIRPORT DEVELOPMENT PLAN.

Number: TA-6

Date: 1/17/83

Name: Utilities At Central Terminal Area

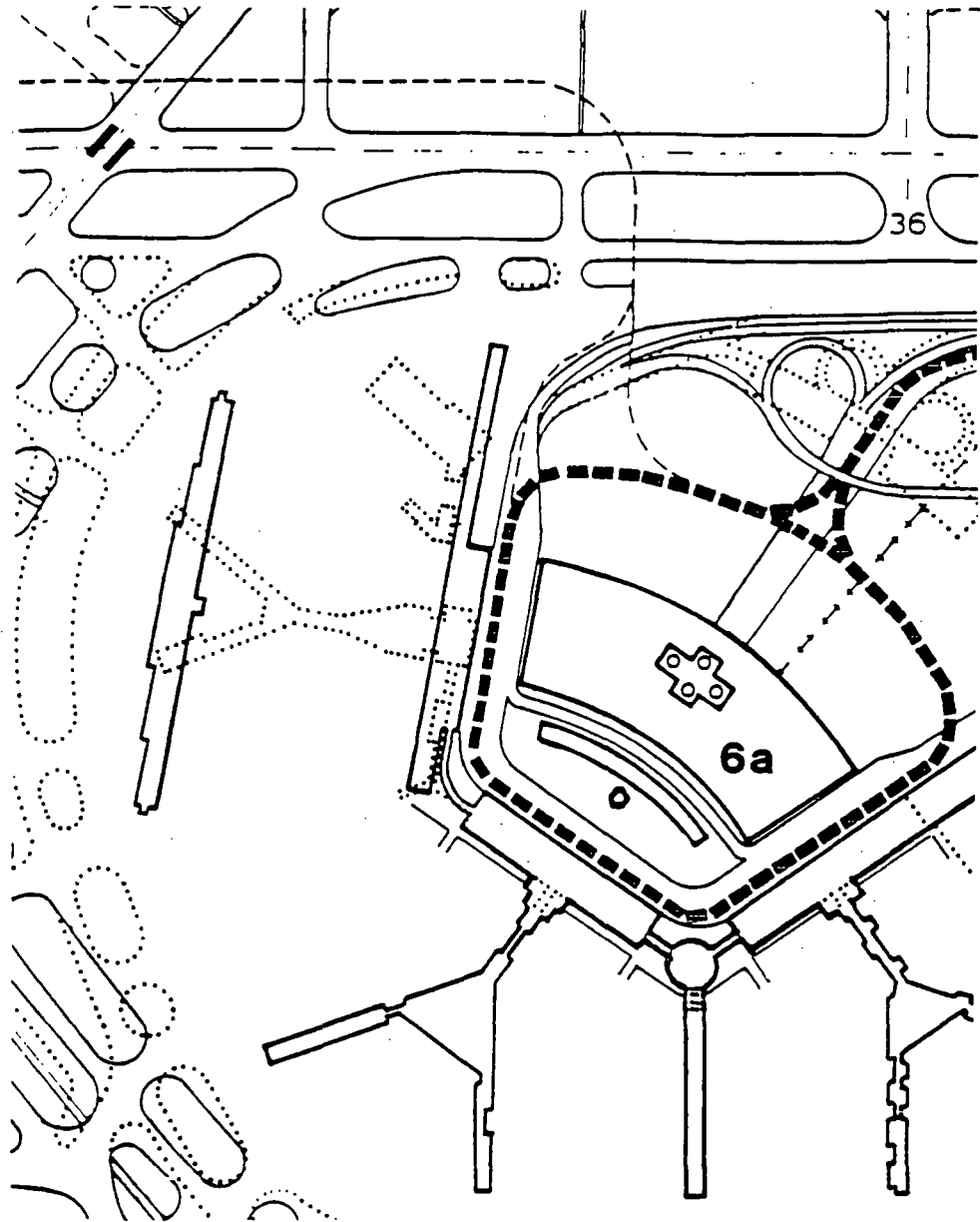
Airline Funded Total: \$4,212,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Utilities at Central Terminal	\$4,212,000	4/85	11/85	II

Project Scope:

This project provides for the development and expansion of utility systems in the central terminal area. Included are the Illinois Bell Telephone systems as well as the City of Chicago supervisory and signaling system.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Utilities at Central Terminal Area

TA-6

AIRPORT DEVELOPMENT PLAN.

Number: TA-7

Date: 1/17/83

Name: Terminal 2/3 Additions

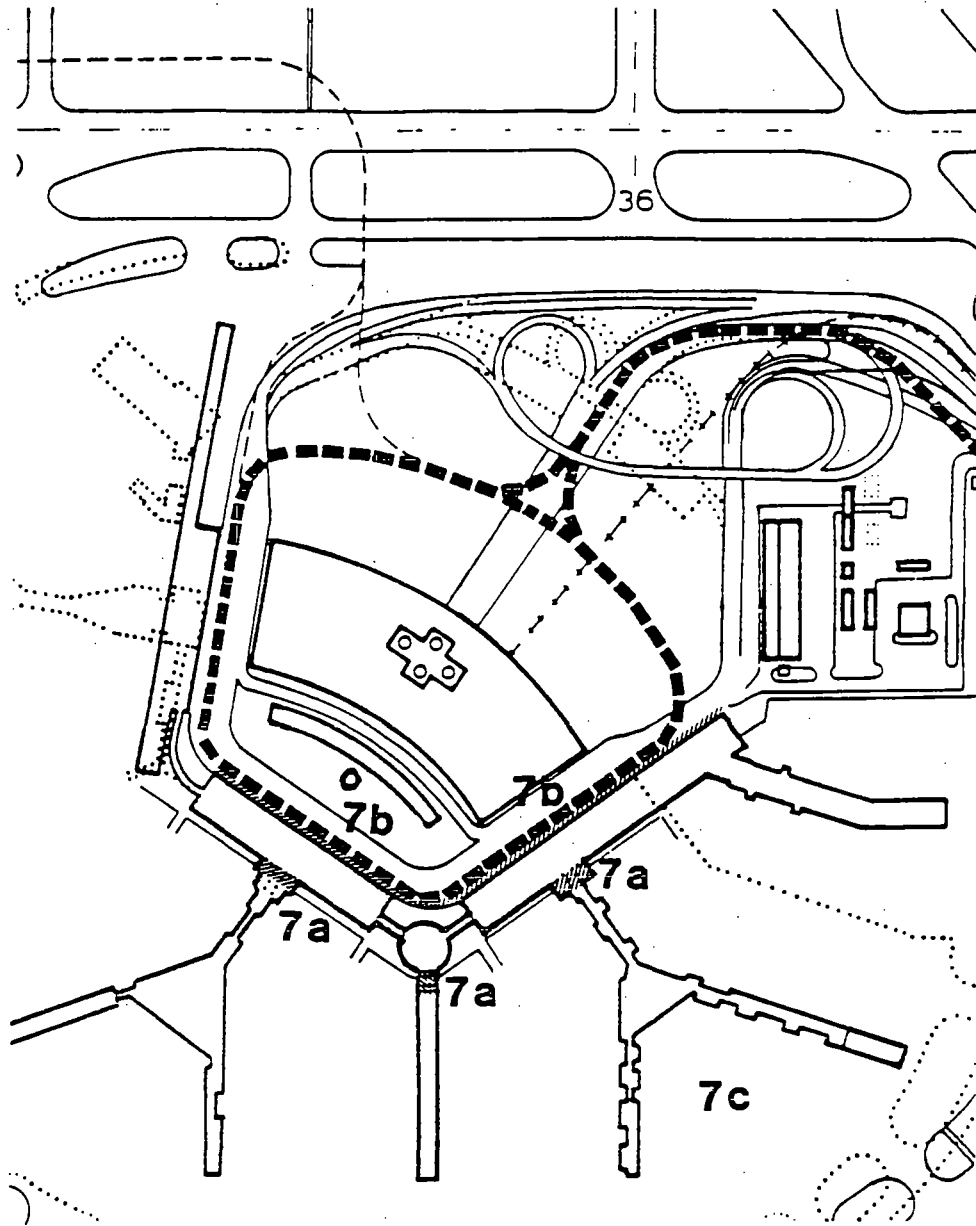
Airline Funded Total: \$7,562,074

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Security Additions Concourses E/F, G and H/K (Category 2)	\$2,799,360	9/83	8/84	II
b. Canopies	\$3,801,600	9/83	8/84	II
c. Concourse Concession Improvements	\$ 961,114	9/83	8/84	II
d. Restaurant Building Circulation Improvements	\$ 0	8/84	3/85	

Project Scope:

This project encompasses the implementation of miscellaneous terminal facility improvements. Proposed are new security screening areas for Concourses E/F, G and H/K. The new security areas will be located over the baggage roadway behind (apron side) the terminal building on each side of the concourse. The new areas will provide approximately 7,200 square feet of new building space at each concourse. The provision of a canopy for the DGT system for Terminals 2 and 3 consistent with the canopy development proposed for Terminal 1 is included. Also included is the improvement of concession spaces within the terminal and concourse buildings.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Terminal 2/3 Additions

TA-7

AIRPORT DEVELOPMENT PLAN.

Number: TA-8

Date: 1/17/83

Name: Cargo and Freight Forwarder
Relocations (Share with IT-5)

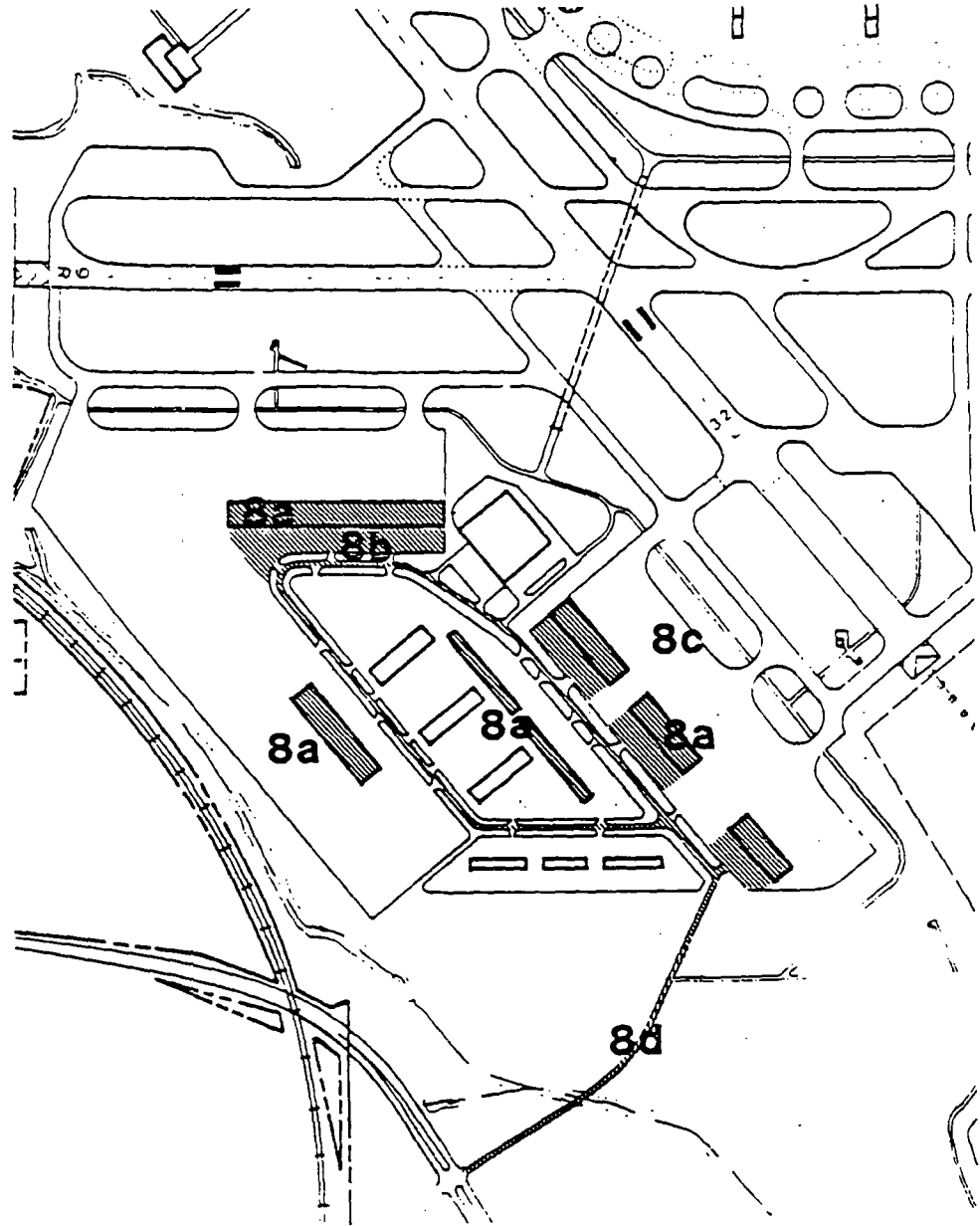
Airline Funded Total: \$44,083,133

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Replacement of Cargo and Freight Buildings	\$28,174,305	10/84	2/86	II
b. Associated Utilities	\$13,758,578	10/84	7/85	II
c. Access Road to Cargo	\$ 2,150,250	4/85	9/85	II

Project Scope:

Included in this project are fund allocations for replacement of cargo and freight buildings as well as related truck aprons. The installation and development of new access roads and utility systems is also included as a part of the new southwest cargo site development. Allowances will reflect a pro rata share of total square footage of facilities to be relocated including No. 1, Joint Use Cargo Building No. 2, Flying Tigers, United Airlines, TWA, Emery Air Freight, Airborne, KLM Cargo, and WTC Air Freight.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Cargo, and Freight Forwarder
Relocations (Share with IT-5)

TA-8

AIRPORT DEVELOPMENT PLAN.

Number: TA-9

Date: 1/17/83

Name: H&R Plant Expansion
(Share with IT-4)

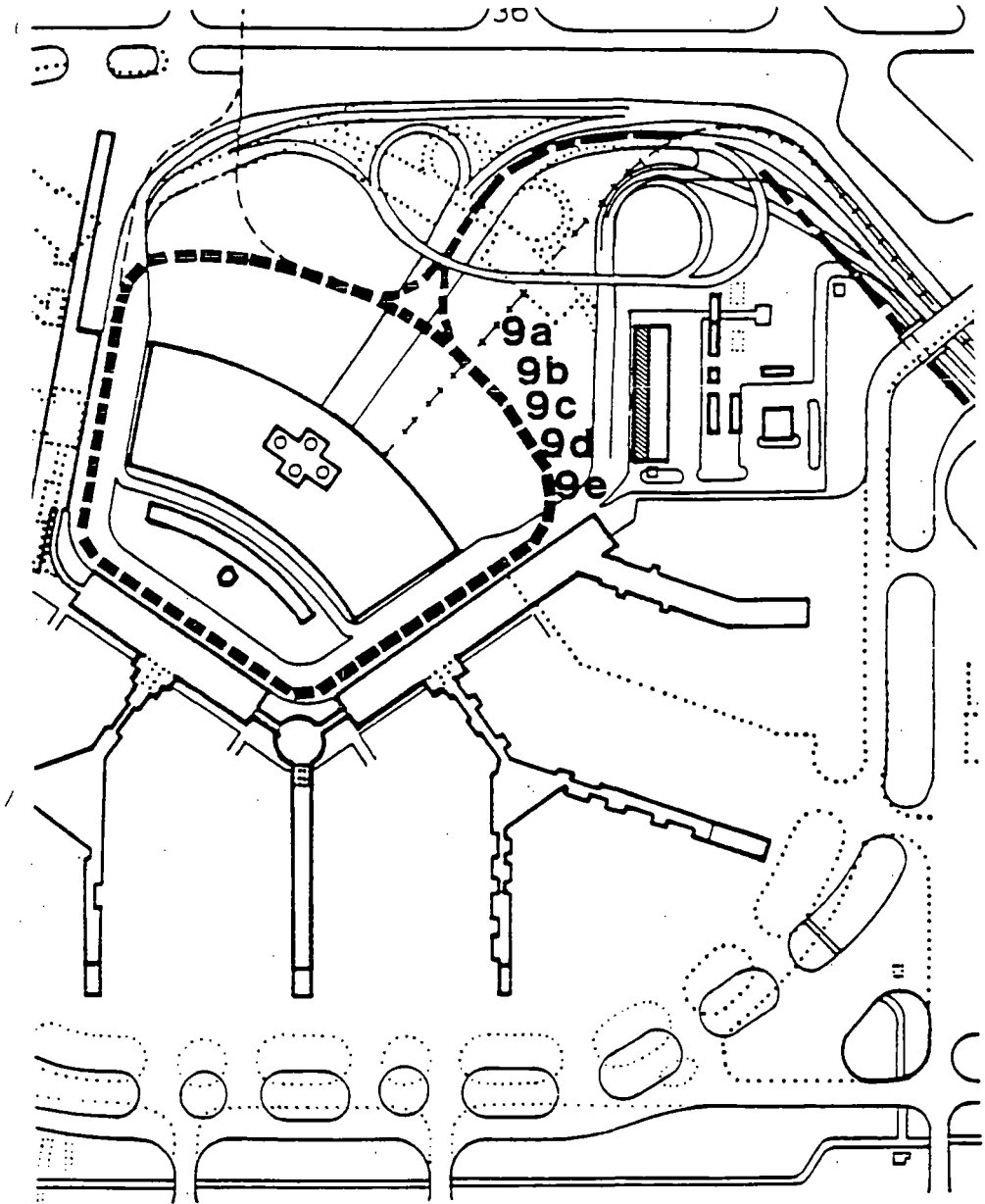
Airline Funded Total: \$20,703,583

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Building Addition	\$5,376,375	9/84	10/85	II
b. HTW Generator	\$3,058,560	4/84	10/85	II
c. 4,000-Ton Chiller (Category 1)	\$2,293,920	5/83	9/84	I
4,000-Ton Chiller	\$2,293,920	4/84	10/85	II
d. Supervisory System	\$3,840,404	4/84	10/85	II
e. Electrical Equipment	\$3,840,404	4/84	10/85	II

Project Scope:

This project provides for a 75,000 square feet expansion of the H&R Plant and new equipment which includes two High Temperature Water Generators, two 4,000-ton chillers, a supervisory system and all related electrical components.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

H&R Plant Expansion
(Share with Π-4)

TA-9

AIRPORT DEVELOPMENT PLAN.

Number: TA-10

Date: 1/17/83

Name: Relocated FIS Facility
(Category 1)

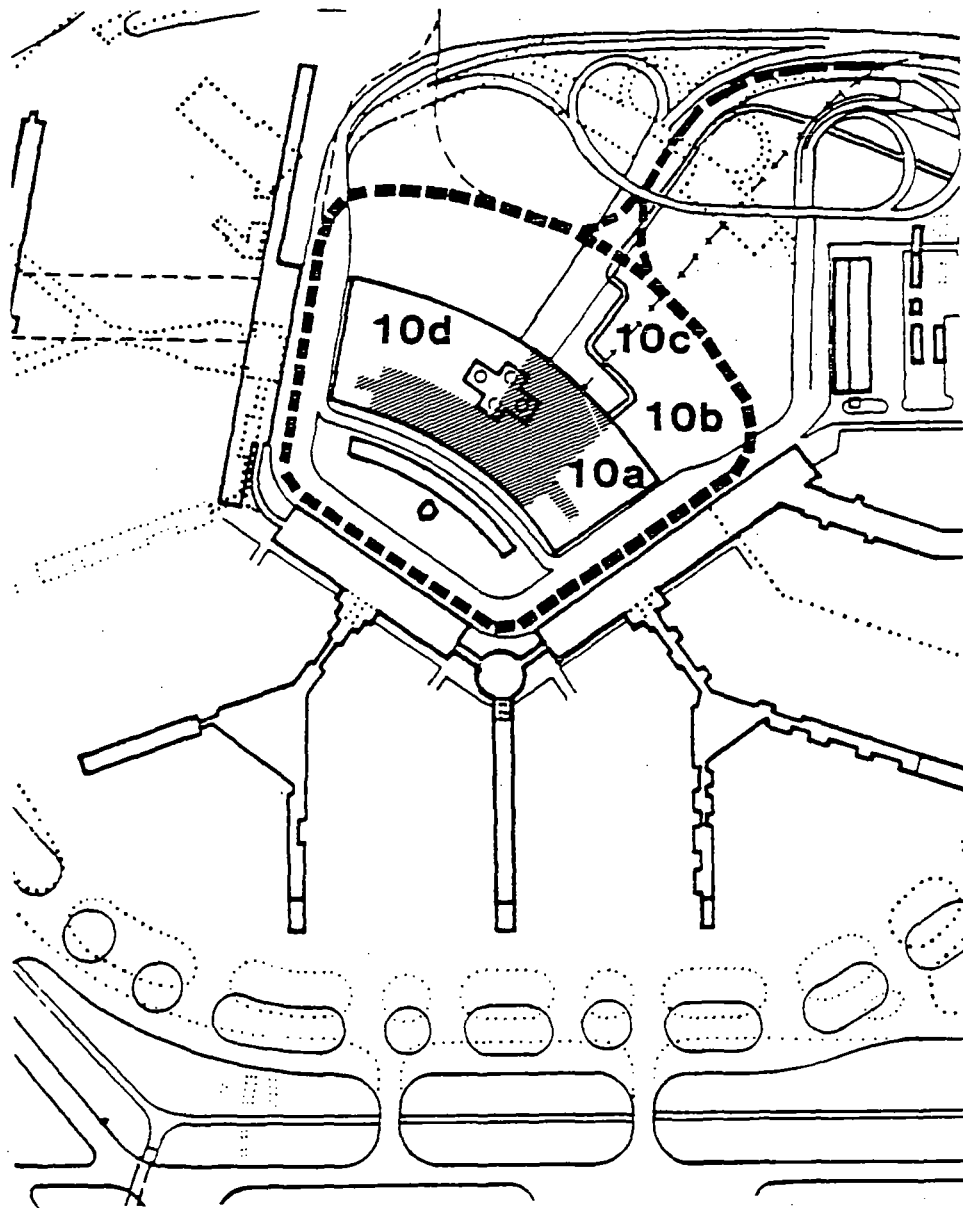
Airline Funded Total: \$16,666,560

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Terminal	\$12,182,400	7/83	6/84	I
b. Buses	\$ 2,799,360	1/84	6/84	I
c. Associated Roadwork	\$ 1,188,000	7/83	11/83	I
d. Facility Restoration	\$ 496,800	10/88	12/88	I

Project Scope:

This project includes the development of an international passenger processing facility. This facility, proposed to be located in the existing parking structure, will provide 250,000 square feet of building space for airline ticketing and baggage functions as well as Federal Inspection Service facilities. Related items included in this project are buses and roadway work to provide access to the FIS Relocation Facility, as well as the restoration of the facility back to its original use at such time as such facilities are no longer needed.

AIRPORT DEVELOPMENT PLAN.



↑ 12.7.82

Relocated FIS Facility

TA-10

AIRPORT DEVELOPMENT PLAN.

Number: TA-11

Date: 1/17/83

Name: Extension and Improvement of Concourse K

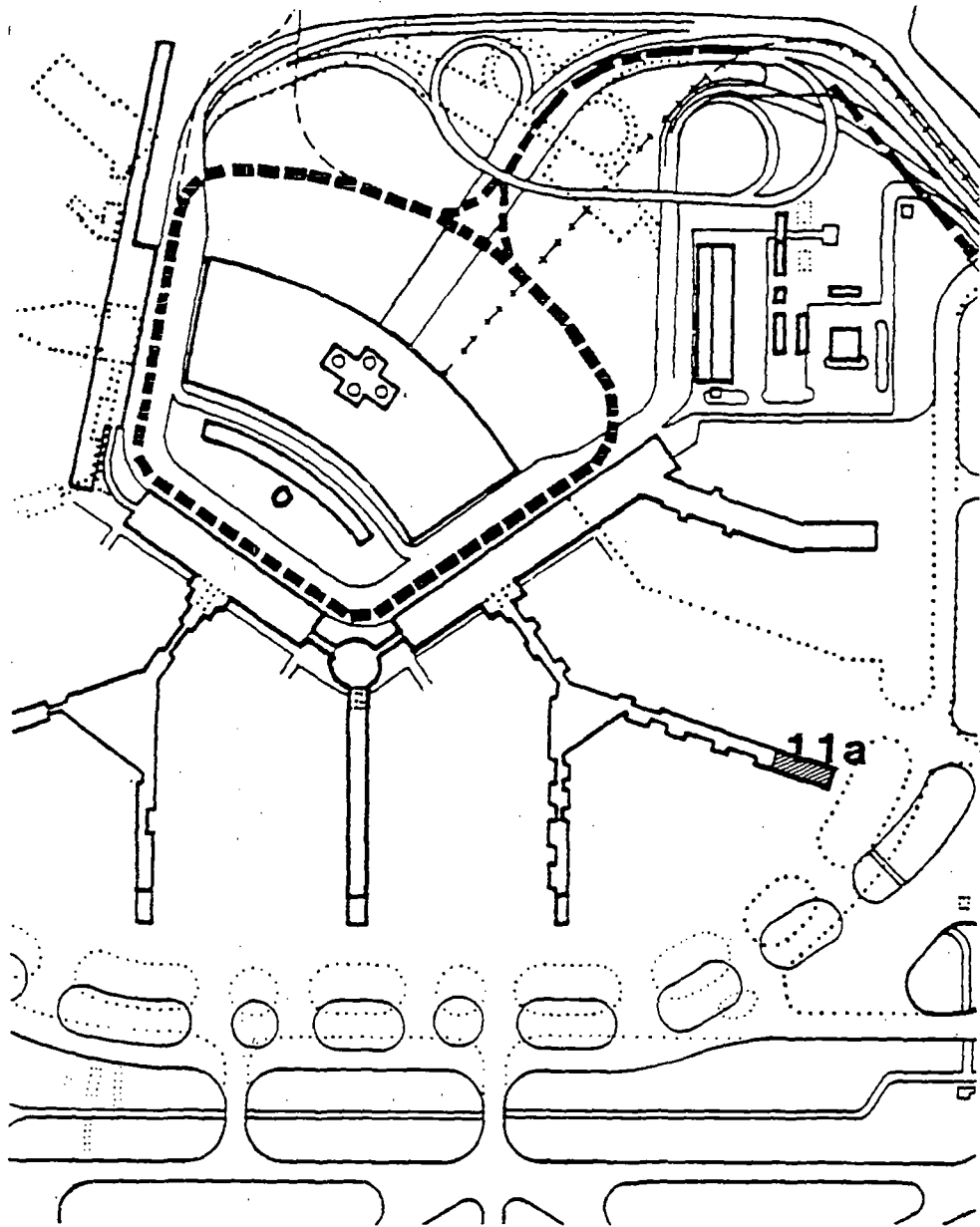
Airline Funded Total: \$3,240,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse K	\$3,240,000	1/85	12/85	I

Project Scope:

This project includes a 200-foot building extension of Concourse K providing 21,700 square feet of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 500 linear feet of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Extension and Improvement
Concourse K

TA-11

AIRPORT DEVELOPMENT PLAN.

Number: TA-12

Date: 1/17/83

Name: Post Office (Share with IT-6)

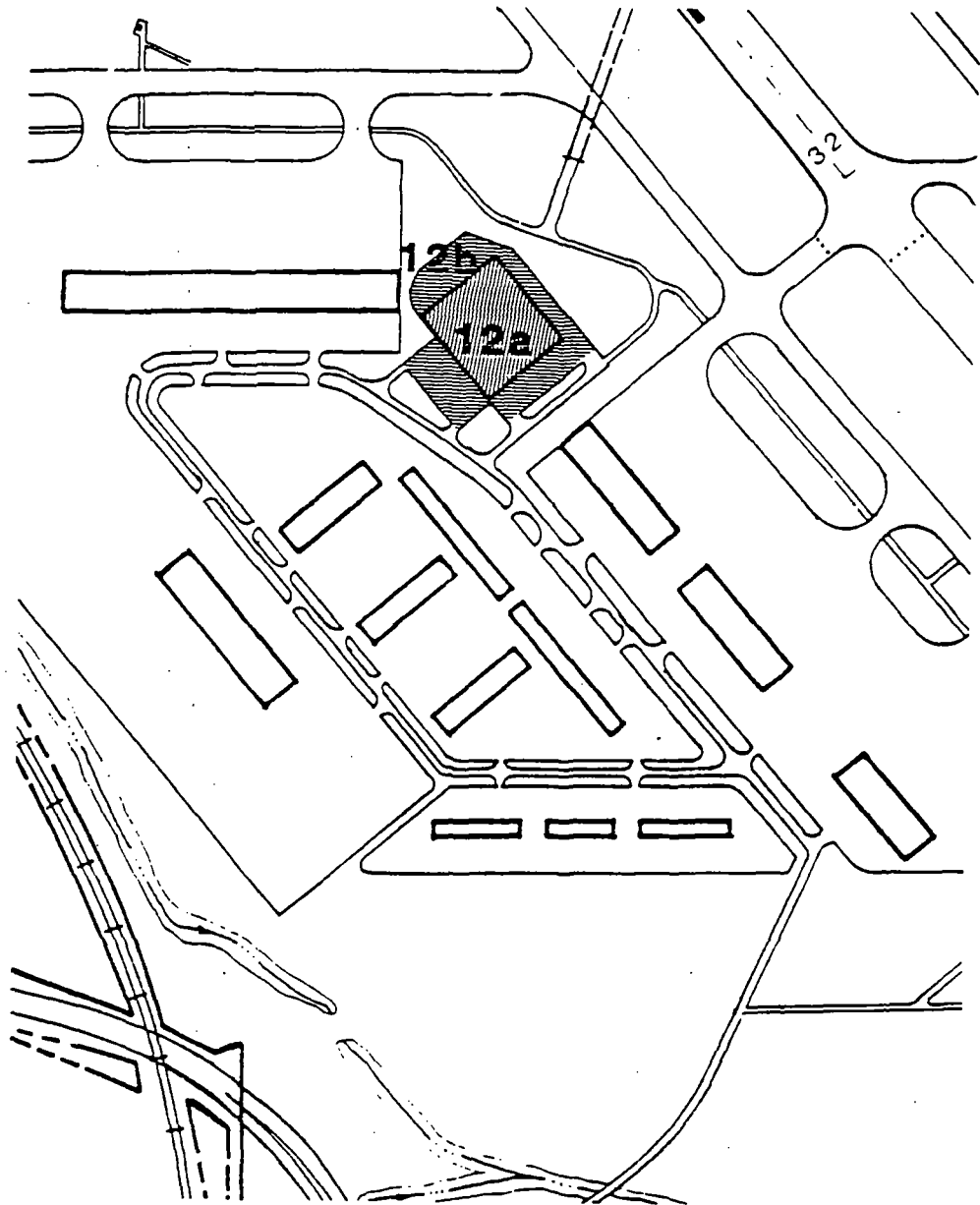
Airline Funded Total: \$1,707,573

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Post Office	\$986,523	11/84	2/86	II
b. Truck Apron	\$721,050	5/85	7/85	II

Project Scope:

This project provides for the replacement of the existing Post Office building. The new/replacement facility is to be constructed in the southwest cargo site. The costs for this project include new construction of the building, associated truck apron and parking areas and reflect the net present value of the existing facilities.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Post Office (Share with IT-6)

TA-12

AIRPORT DEVELOPMENT PLAN.

Number: TA-13

Date: 1/17/83

Name: Flight Kitchen Relocations

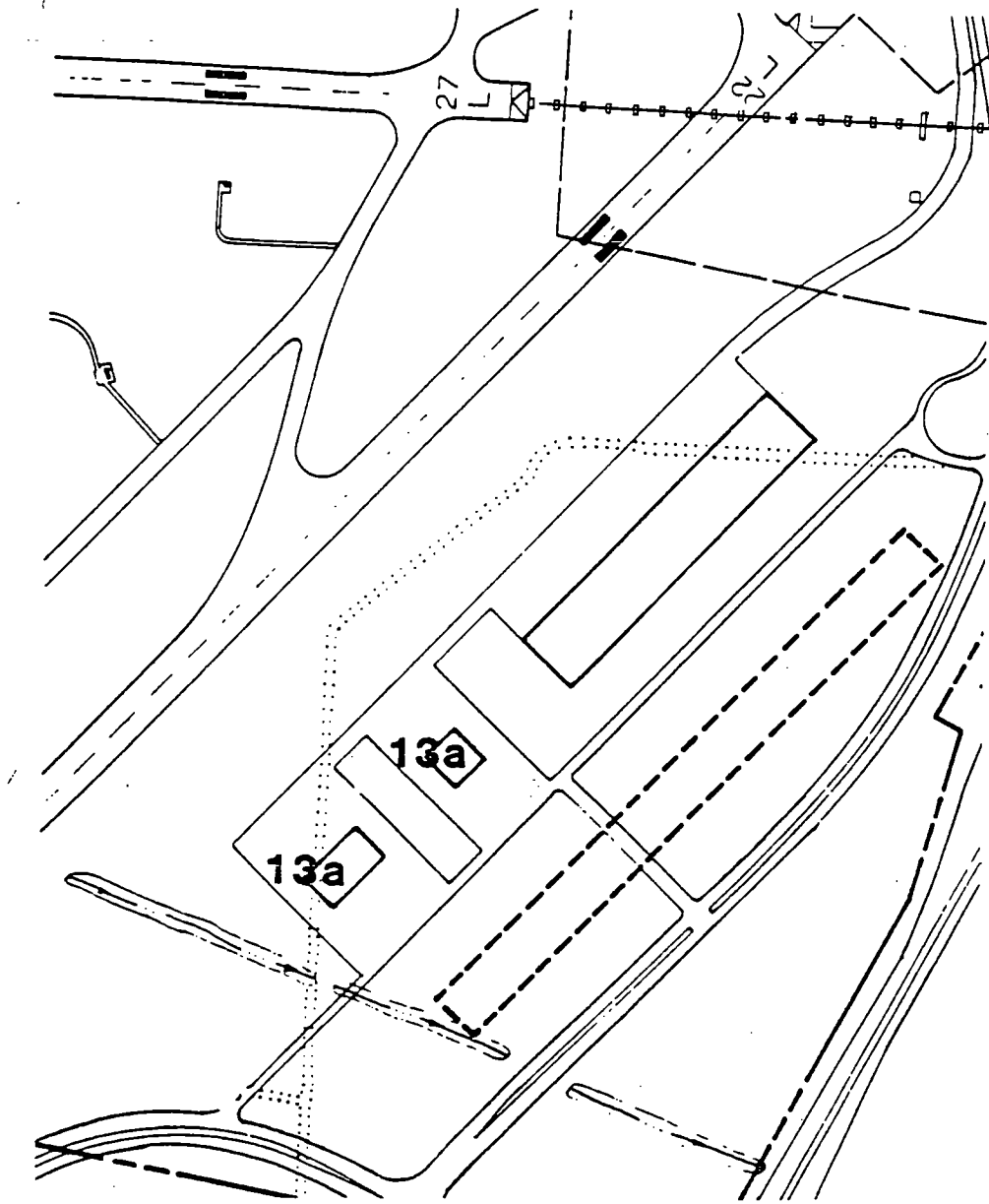
Airline Funded Total: \$0

Components	Airline Funded Costs	Estimated Start	Constr. Complete	Funding Priority
a. Flight Kitchens	\$ 0	9/83	8/84	

Project Scope:

The relocation of the existing Dobbs House and Marriot flight kitchen is required to provide the necessary right-of-way and clear area for the relocation of the Inner/Outer Taxiway in the Concourse K and L area. The funding allocation for the relocation of these facilities is zero.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Flight Kitchen Relocations

TA-13

AIRPORT DEVELOPMENT PLAN.

Number: TA-14

Date: 1/17/83

Name: Extension and Improvement of Concourse F

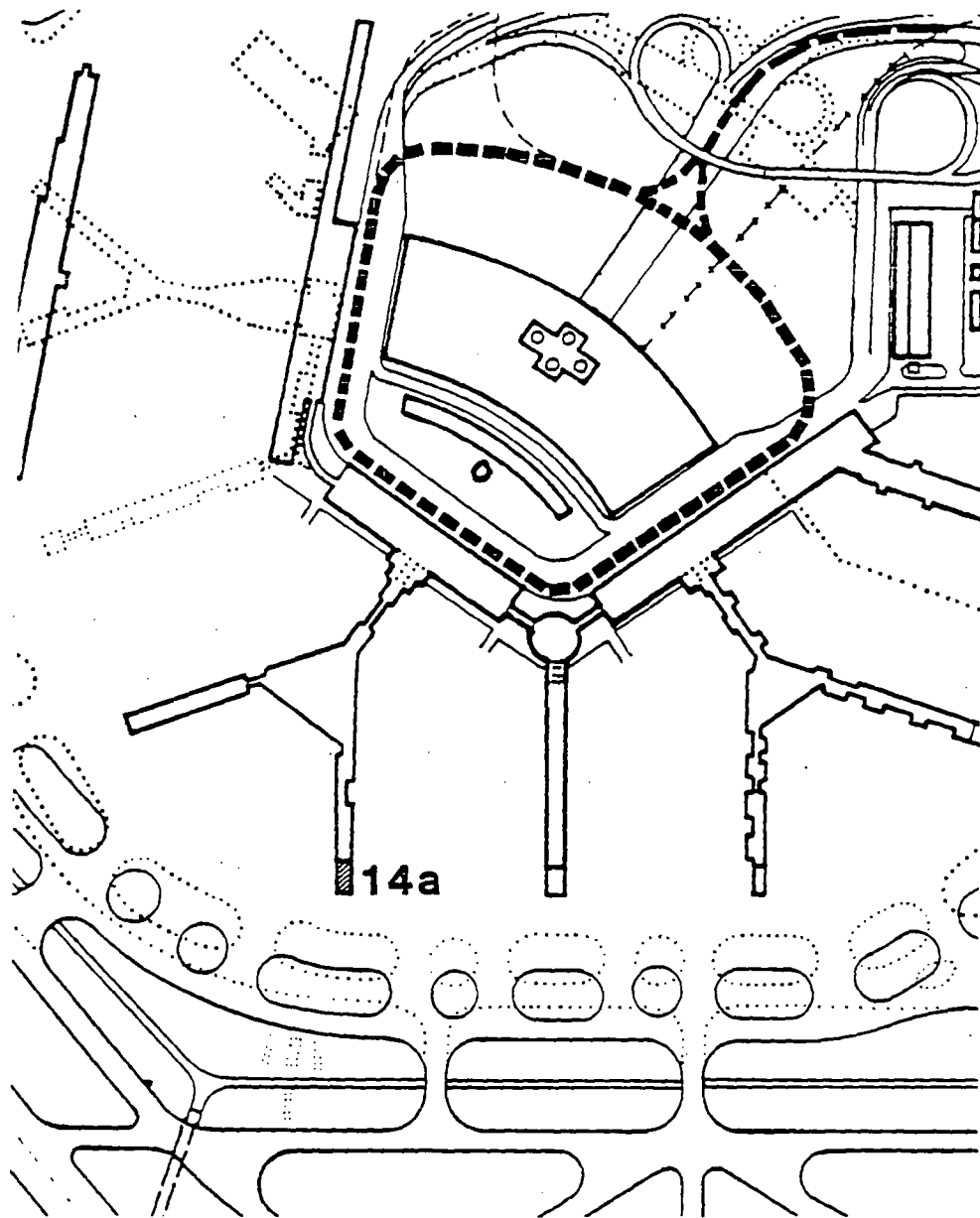
Airline Funded Total: \$1,620,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse F	\$1,620,000	3/86	2/87	I

Project Scope:

This project includes a 100-foot building extension to Concourse F, providing 10,700 square feet of building space of which not less than 70% will be airline's Exclusive Use Premises. A total of 310 linear feet of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN.



14a

↑ 11.17.82

Extension and Improvement
of Concourse F

TA-14

AIRPORT DEVELOPMENT PLAN.

Number: TA-15

Date: 1/17/83

Name: Extension and Improvement of Concourse G

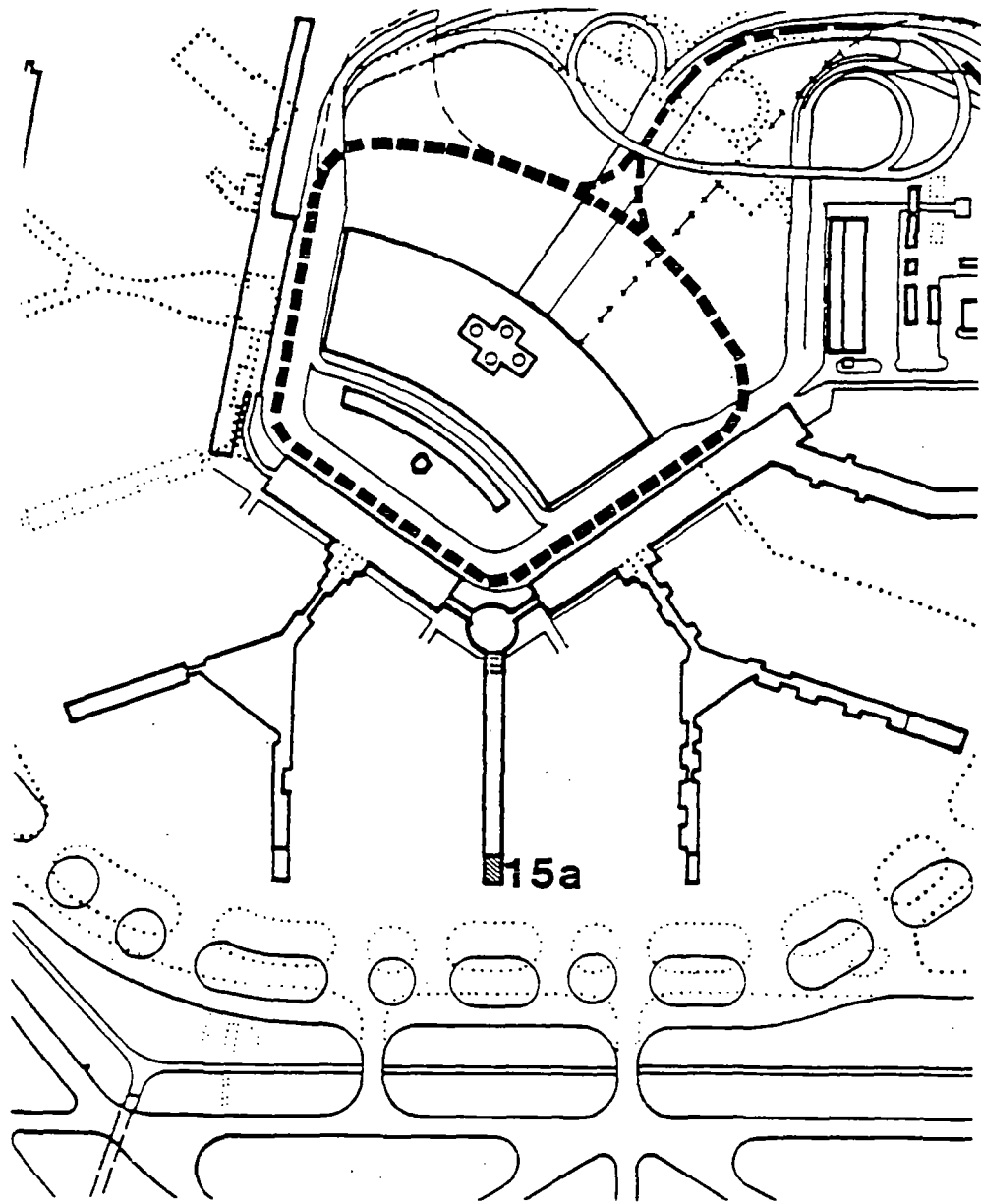
Airline Funded Total: \$1,620,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse G	\$1,620,000	7/86	6/87	I

Project Scope:

This project includes a 100-foot building extension to Concourse G, providing 10,700 square feet of building space of which not less than 70% will be airline's Exclusive Use Premises. A total of 310 linear feet of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN.



15a

↑ 11.17.82

Extension and Improvement
of Concourse G

TA-15

AIRPORT DEVELOPMENT PLAN.

Number: TA-16

Date: 1/17/83

Name: Extension and Improvement of Concourse H

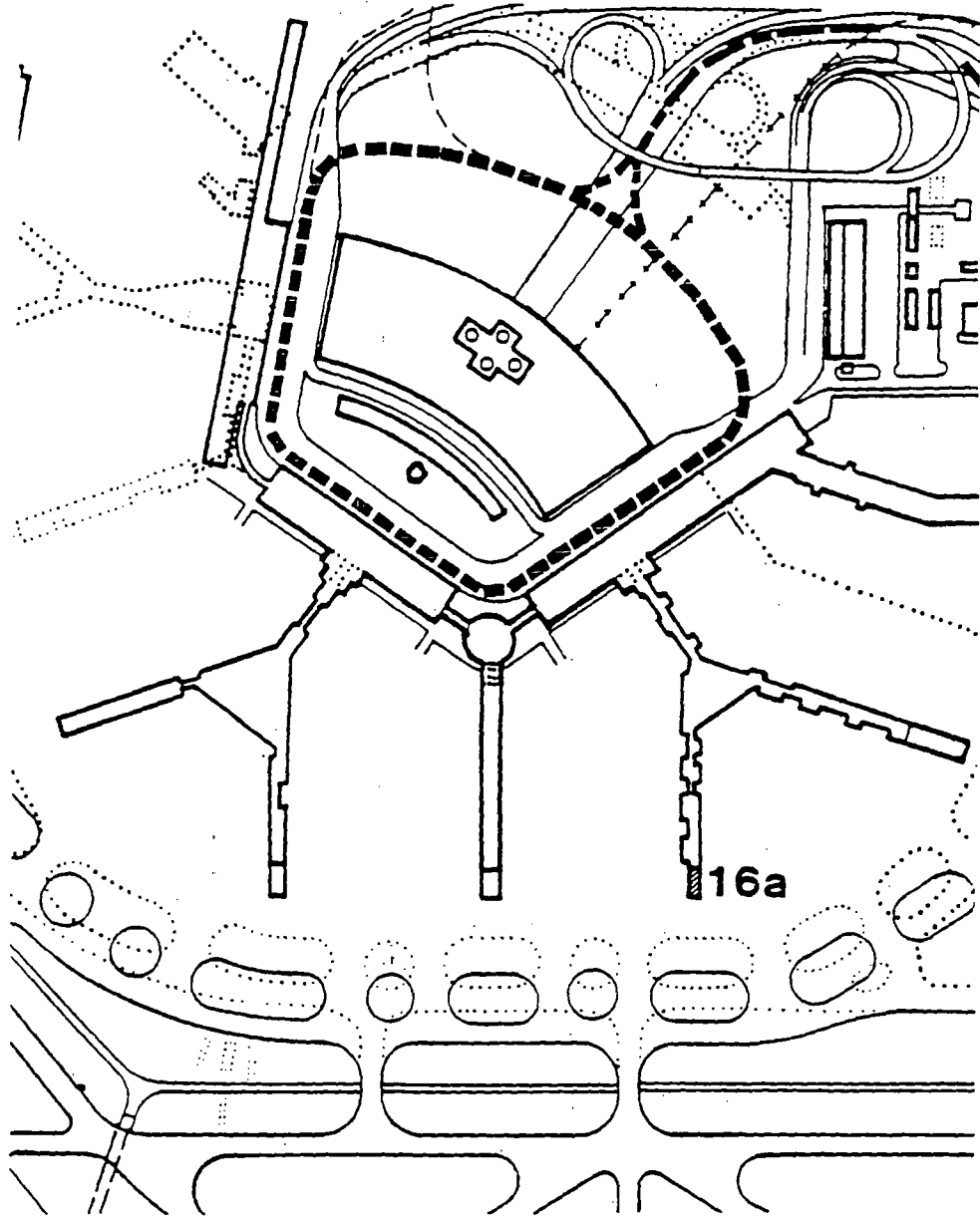
Airline Funded Total: \$1,620,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse H	\$1,620,000	10/86	9/87	I

Project Scope:

This project includes a 100-foot building extension to Concourse G, providing 10,700 square feet of building space of which not less than 70% will be airline's Exclusive Use Premises. A total of 300 linear feet of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN.



16a

↑ 11.17.82

Extension and Improvement
of Concourse H

TA-16

AIRPORT DEVELOPMENT PLAN.

Number: TA-17

Date: 1/17/83

Name: Inter-Line Baggage Improvements

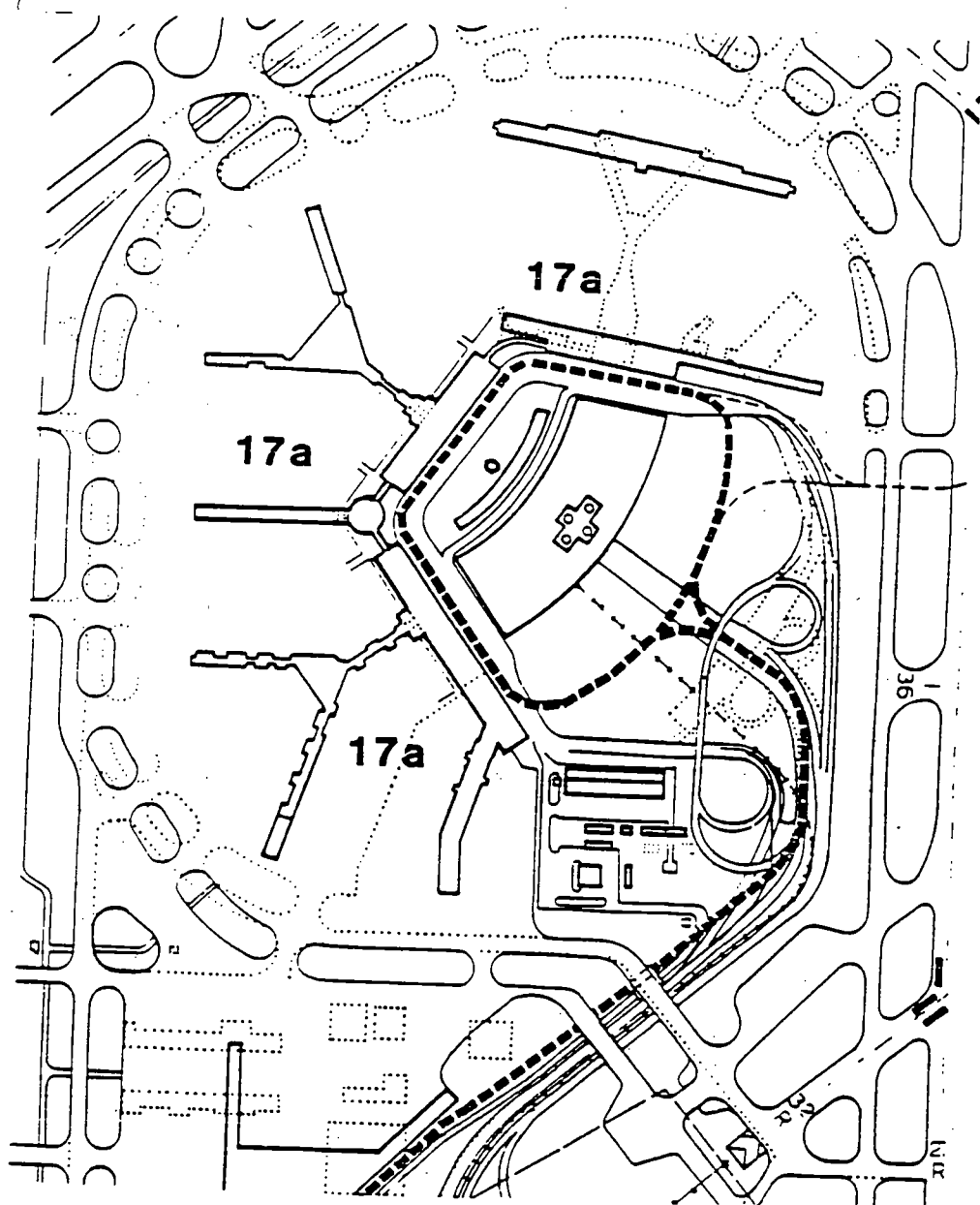
Airline Funded Total: \$0

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Baggage Improvements	\$0	1/89	12/89	

Project Scope:

This project includes improvements to the inter-line baggage system which may include the installation of a mechanized transport/sort system. The funding allocation for this project is zero.

AIRPORT DEVELOPMENT PLAN.

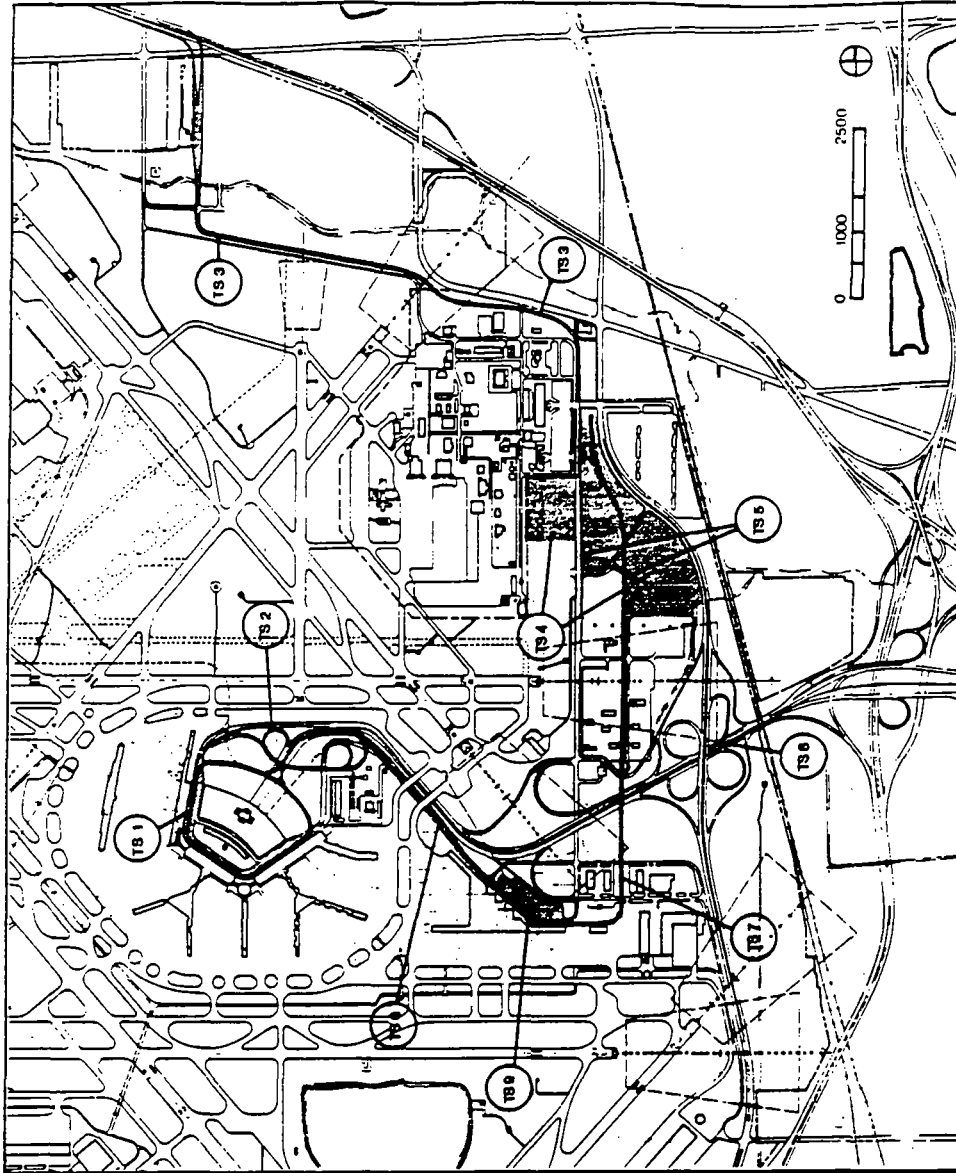


→ 11.17.82

Inter-Line Baggage Improvements

TA-17

TERMINAL AREA CRC (TS)



12.7.82

TERMINAL SUPPORT CRC CAPITAL PROJECTS

- 15-1. Central Terminal Curbside/ frontage Expansion
- 15-2. Central Terminal Recirculation Improvements
- 15-3. NW Tollway Connection/ Wolf to Zouke
- 15-4. Remote Parking Lot
- 15-5. Old Maraudium Improvements
- 15-6. ICG Inter-Terminal
- 15-7. ICG East Remote Parking
- 15-8. Access Roadway Improvements
- 15-9. Ramps and Roadways at Old Maraudium

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas R. Spahr, Commissioner of Public Works

CH-APAS ASSOCIATES
 LANDPLANNING & DESIGN
Arlington Heights, Illinois

APRPORT DEVELOPMENT PLAN
TERMINAL SUPPORT COST REVENUE CENTER

12.7.82
B 10

AIRPORT DEVELOPMENT PLAN.

SUMMARY SHEET (1/17/83)

	<u>CATEGORY 1</u>	<u>CATEGORY 2</u>	<u>FUNDING PRIORITY I</u>	<u>AIRLINE FUNDED TOTALS</u>
<u>TERMINAL SUPPORT CRC</u>				
<u>CAPITAL PROJECTS</u>				
TS-1. Central Terminal Curb- front Expansion			\$15,940,108	\$15,940,108
TS-2. Central Terminal Recirculation Improvements				\$9,288,000
TS-3. NW Tollway Connection/ Wolf to Zemke				\$23,832,000
TS-4. Remote Parking East				\$13,310,363
TS-5. Old Mannheim Improvements				\$1,512,000
TS-6. DGT Inter-Terminal		\$43,766,491		\$43,766,491
TS-7. DGT East Remote Parking				\$44,454,530
TS-8. Access Roadway Improvements				\$3,240,000
TS-9. Ramps and Roadways at Old Mannheim				\$9,998,618
TOTALS	\$0	\$43,766,491	\$15,940,108	\$165,342,110

AIRPORT DEVELOPMENT PLAN.

Number: TS-1

Date: 1/17/83

Name: Central Terminal Curbfront Expansion

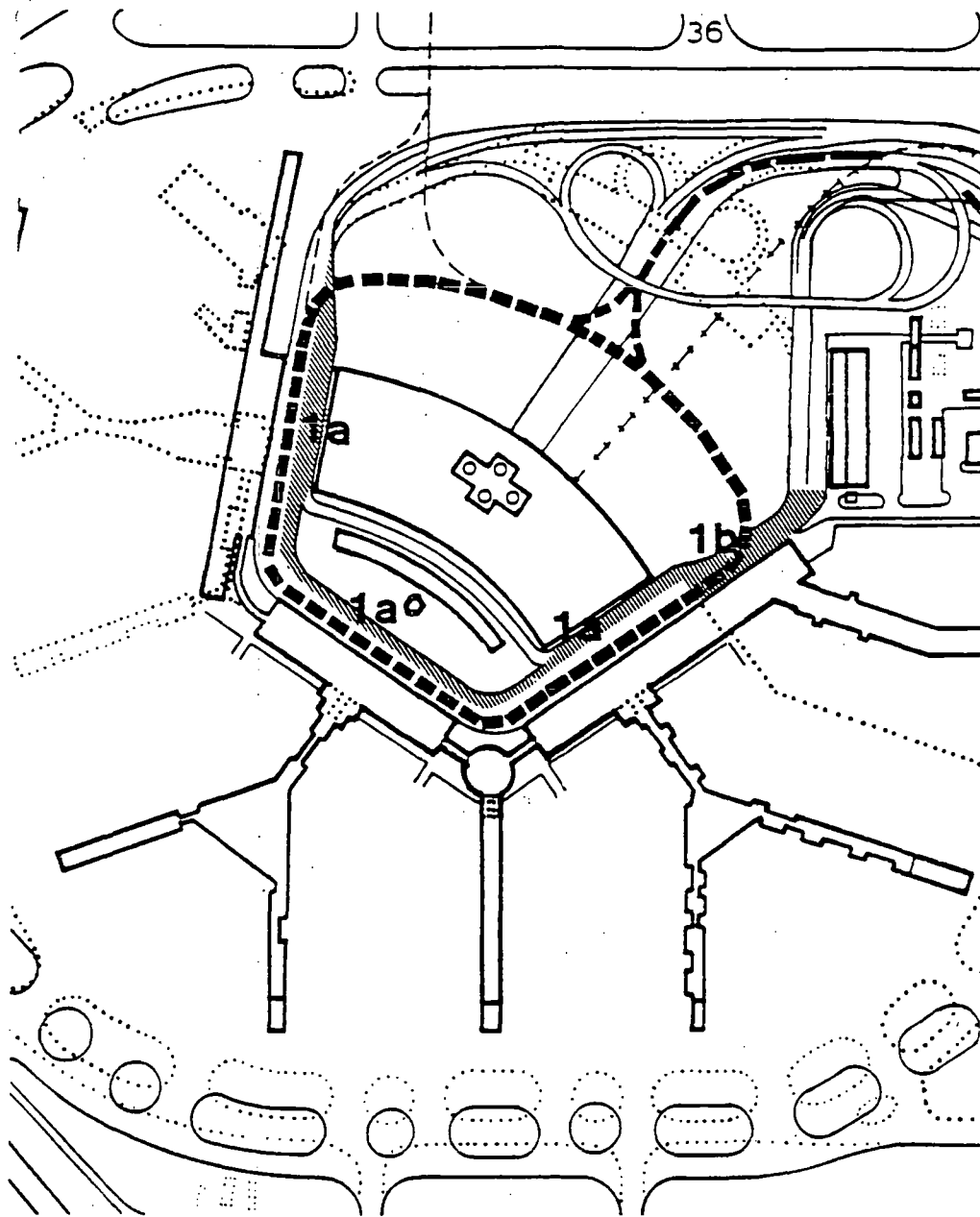
Airline Funded Total: \$15,940,108

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Outer Curbfront Expansion	\$8,259,378	1/86	2/87	I
b. Terminal 3A Upper and Lower Roadways	\$7,680,730	3/83	4/84	I

Project Scope:

Included in this project are the addition of one traffic lane to the existing terminal roadway and the extension of the upper and lower levels of the roadway along Terminal 3A. The provision of roadway signs and bus shelters for Terminal 3A are also part of this project.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Central Terminal
Curb-front Expansion

TS-1

AIRPORT DEVELOPMENT PLAN.

Number: TS-2

Date: 1/17/83

Name: Central Terminal Recirculation Improvements

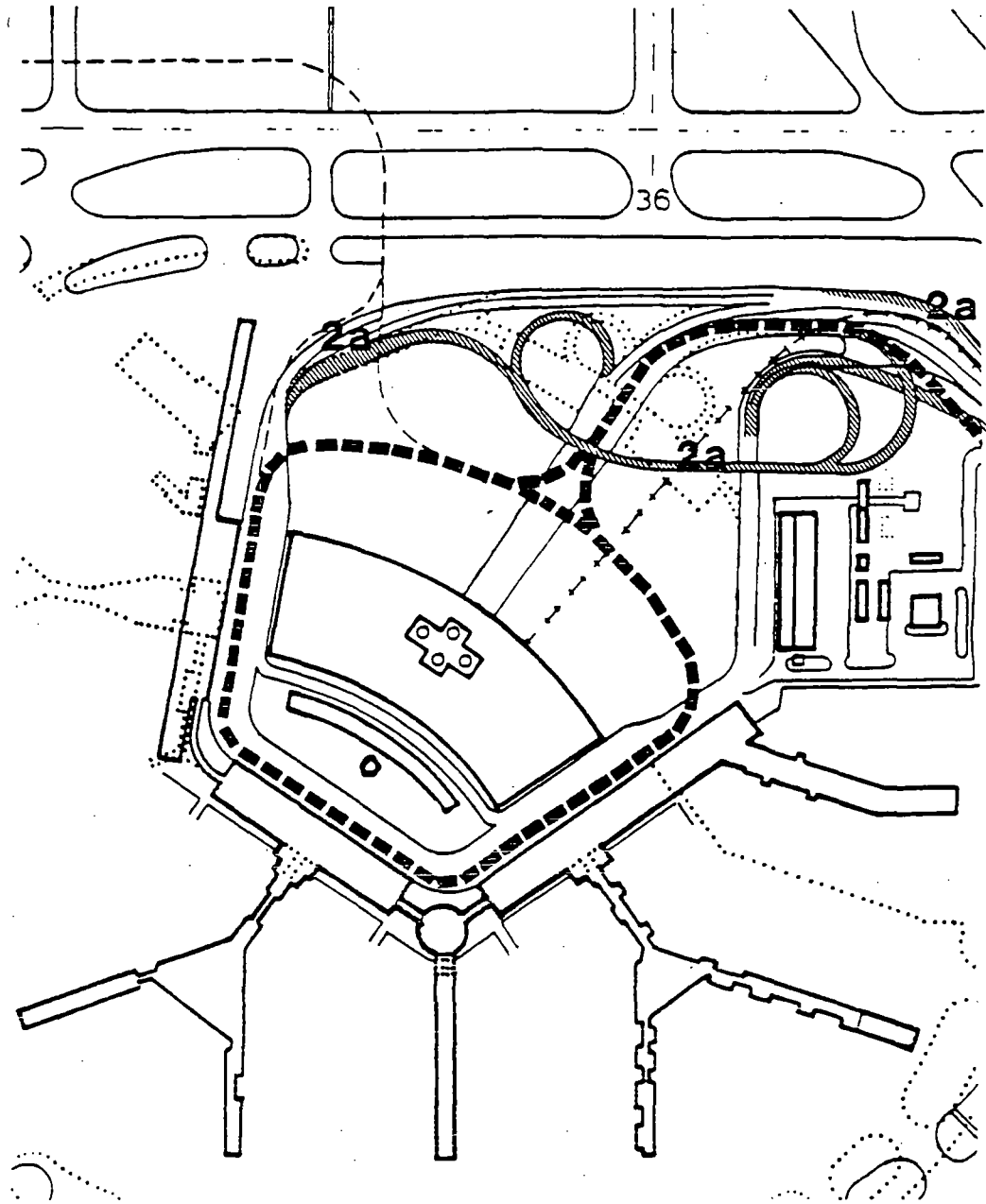
Airline Funded Total: \$9,288,000

Components	Airline Funded Costs	Estimated Start	Constr. Complete	Funding Priority
a. Recirculation Roadway Improvements	\$9,288,000	1/86	2/87	II

Project Scope:

A grade separated roadway and ramps connecting the terminal roadway entrance, exit and parking facilities.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Central Terminal
Recirculation Improvements

TS-2

AIRPORT DEVELOPMENT PLAN.

Number: TS-3

Date: 1/17/83

Name: Northwest Tollway Connection Wolf to Zemke

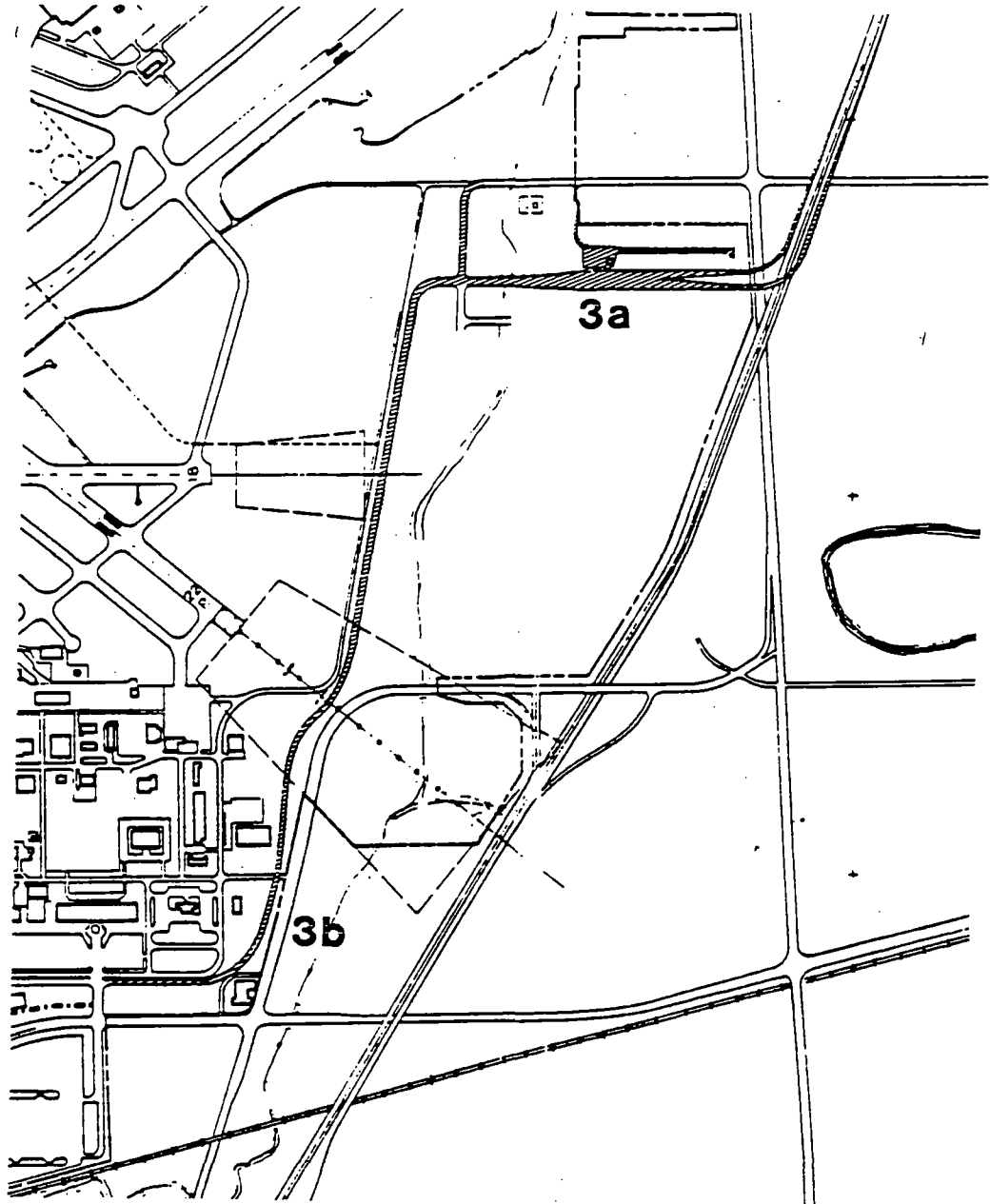
Airline Funded Total: \$23,832,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. N.W. Tollway Connection (includes modification of related existing tollway facilities)	\$22,032,000	9/84	10/85	II
b. R.O.W. Acquisition	\$ 1,800,000	11/83	8/84	II

Project Scope:

This project involves the provision of entrance and exit ramps to and from the Northwest Tollway to provide more direct access for airport traffic from the northwest. These ramps will provide access to Wolf and Zemke roads. A roadway connecting to Old Mannheim Road is also included. Outside funds amounting to \$10,000,000 will be sought to complete this project.

AIRPORT DEVELOPMENT PLAN.



→ 11.17.82

NW Tollway Connection/
Wolf to Zemke

TS-3

AIRPORT DEVELOPMENT PLAN.

Number: TS-4

Date: 1/17/83

Name: Remote Parking -- East

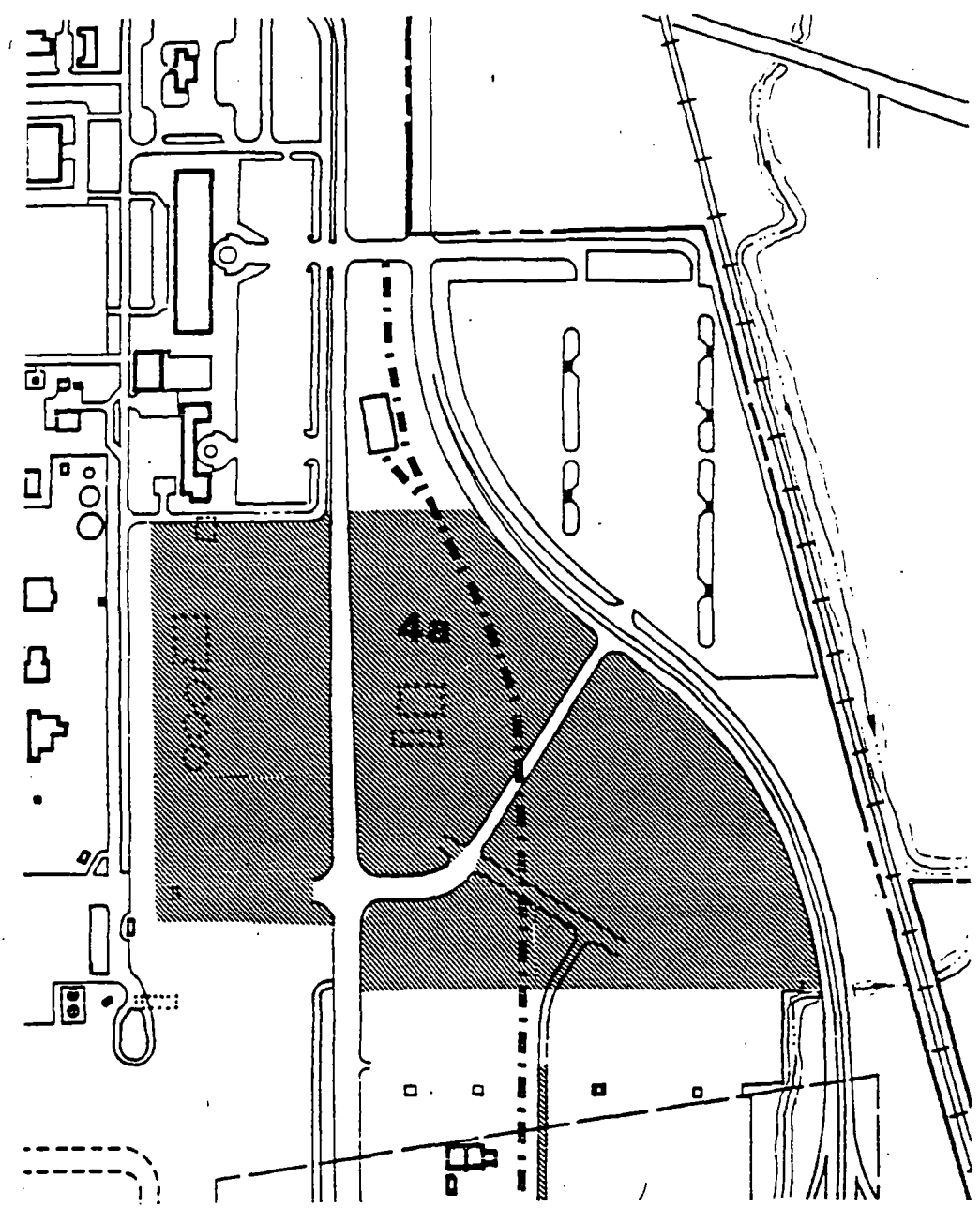
Airline Funded Total: \$13,310,363

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Remote Parking	\$13,310,363	9/85	6/86	II

Project Scope:

TS-4 encompasses provision of at-grade parking between Old Mannheim Road just north of the existing Lot C. Additional parking will also be provided west of Old Mannheim Road. Parking will be provided for airline passengers, rental car facilities and employees.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Remote Parking East

TS-4

AIRPORT DEVELOPMENT PLAN.

Number: TS-5

Date: 1/17/83

Name: Old Mannheim Improvements

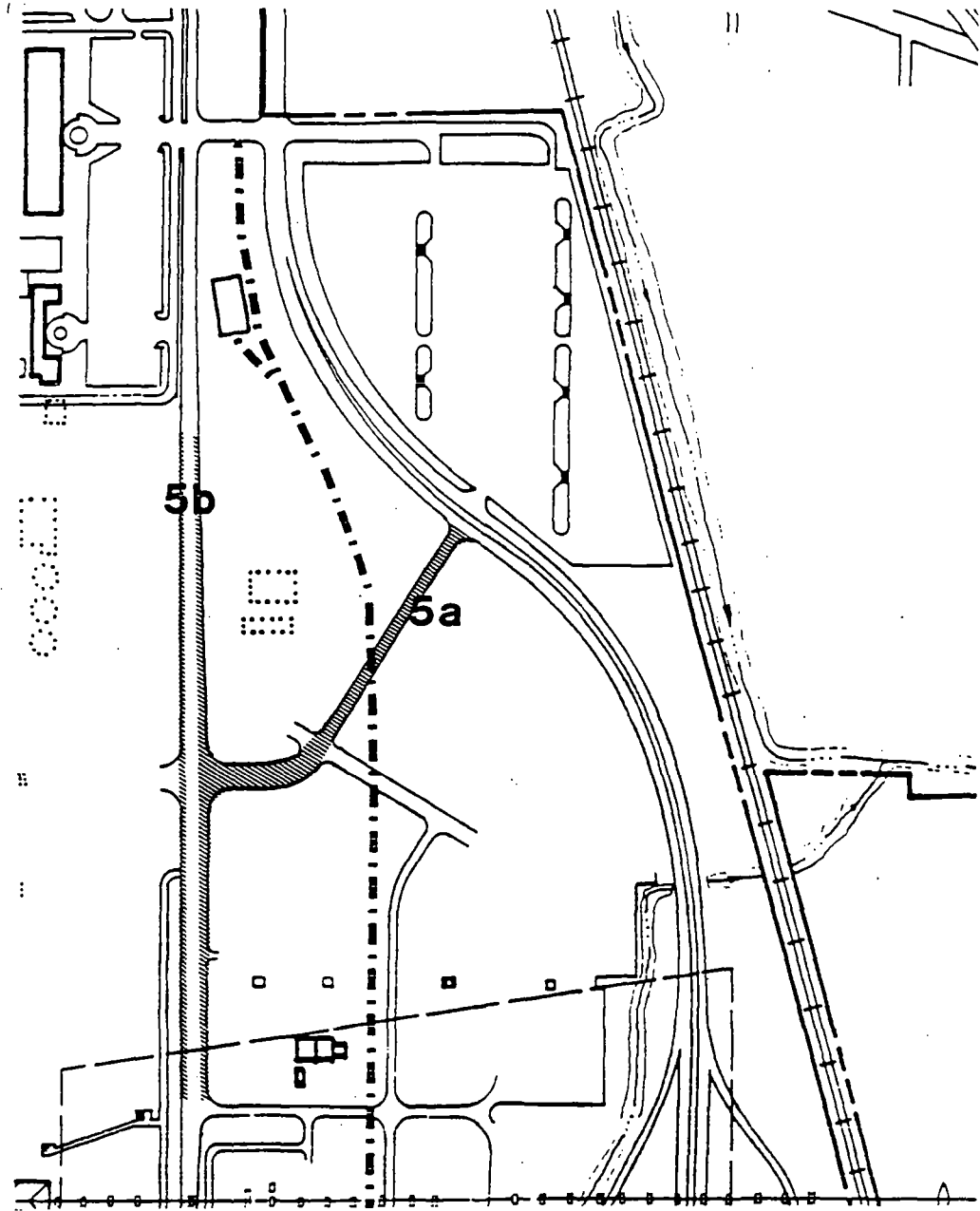
Airline Funded Total: \$1,512,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Mannheim/Old Mannheim Connector Road	\$756,000	1/86	6/86	II
b. Old Mannheim Improvements	\$756,000	1/86	6/86	II

Project Scope:

Included in this project is the construction of a connector road between Mannheim and Old Mannheim Roads just north of Parking Lot C. Also a part of this project is the rehabilitation/improvement of Old Mannheim Road.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Old Mannheim Improvements

TS-5

AIRPORT DEVELOPMENT PLAN.

Number: TS-6

Date: 1/17/83

Name: DGT Inter-Terminal (Category 2)

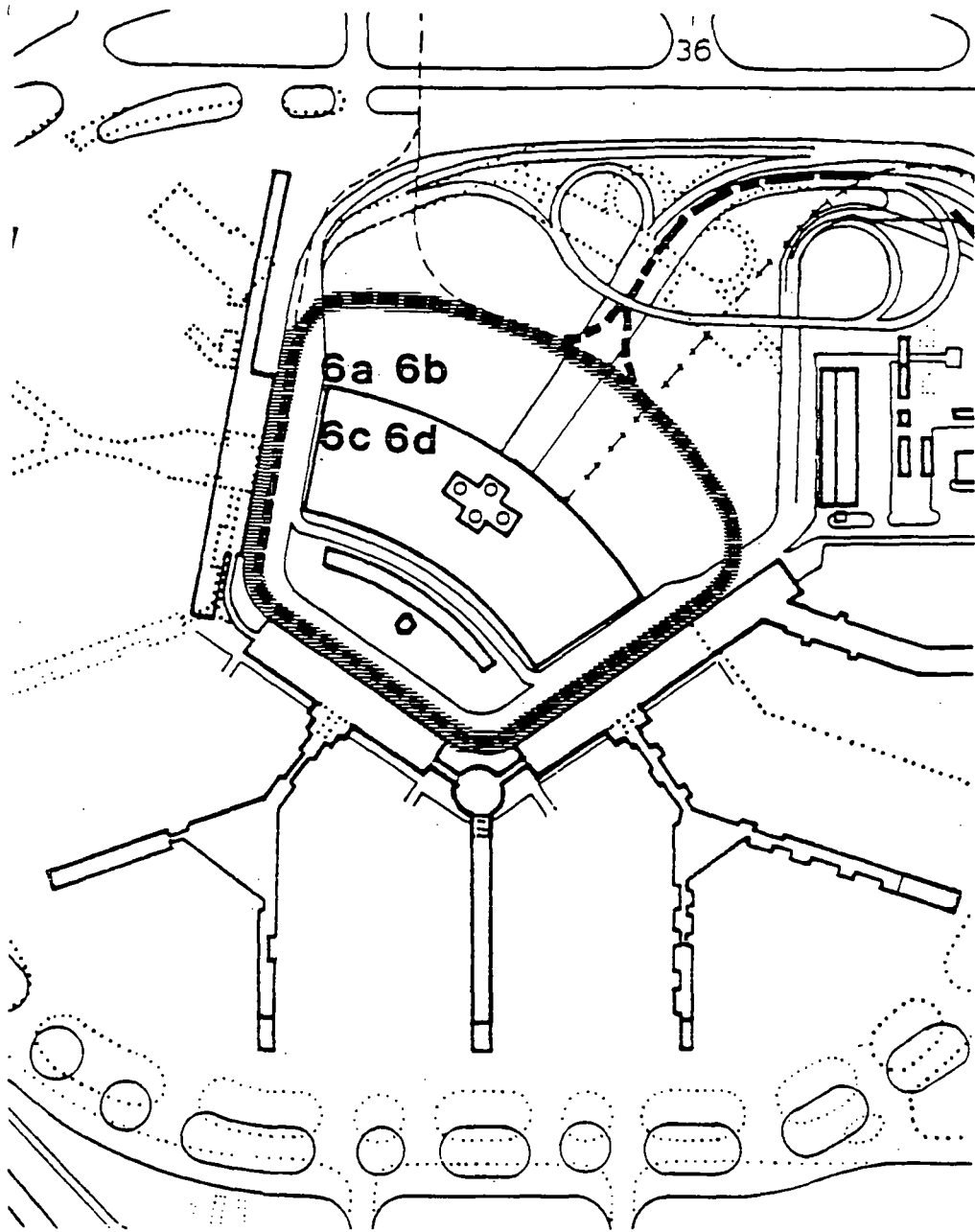
Airline Funded Total: \$43,766,491

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Stations	\$ 2,700,000	7/84	5/85	II
b. Structure and Guideway	\$ 9,257,976	4/84	5/85	II
c. Electric and Control Systems	\$ 1,617,001	11/84	12/85	II
d. Equipment	\$30,191,514	11/84	12/85	II

Project Scope:

The DGT Inter Terminal project consists of two DGT stations as well as the necessary structures, guideway, electric and control systems, and equipment for the Central Terminal Area only. A third station will be included in Terminal 1.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

DGT Inter-Terminal

TS-6

AIRPORT DEVELOPMENT PLAN.

Number: TS-7

Date: 1/17/83

Name: DGT East Remote Parking

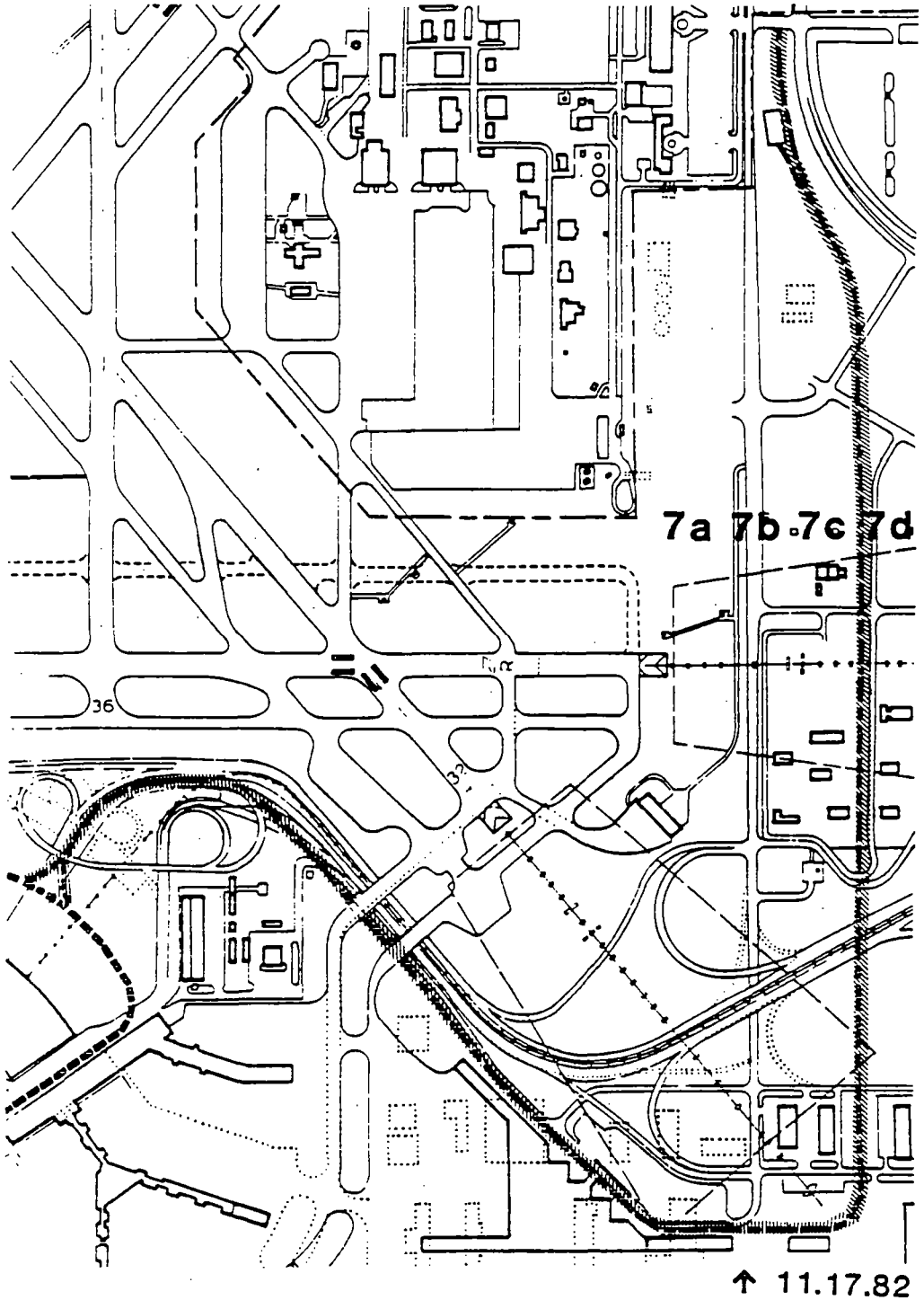
Airline Funded Total: \$44,454,530

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Stations	\$ 5,400,000	12/84	10/85	II
b. Structure and Guideway	\$11,401,048	9/84	10/85	II
c. Electric and Control Systems	\$ 1,294,998	4/85	5/86	II
Equipment	\$26,358,484	4/85	5/86	II

Project Scope:

This project represents an extension of the DGT Inter-Terminal system to serve the east remote parking facilities. It will extend from the International Terminal to the east parking area and includes provision for four DGT stations and the necessary structures, guideway, electrical and control systems, and equipment.

AIRPORT DEVELOPMENT PLAN.



DGT East Remote Parking

TS-7

AIRPORT DEVELOPMENT PLAN.

Number: TS-8

Date: 1/17/83

Name: Access Roadway Improvements

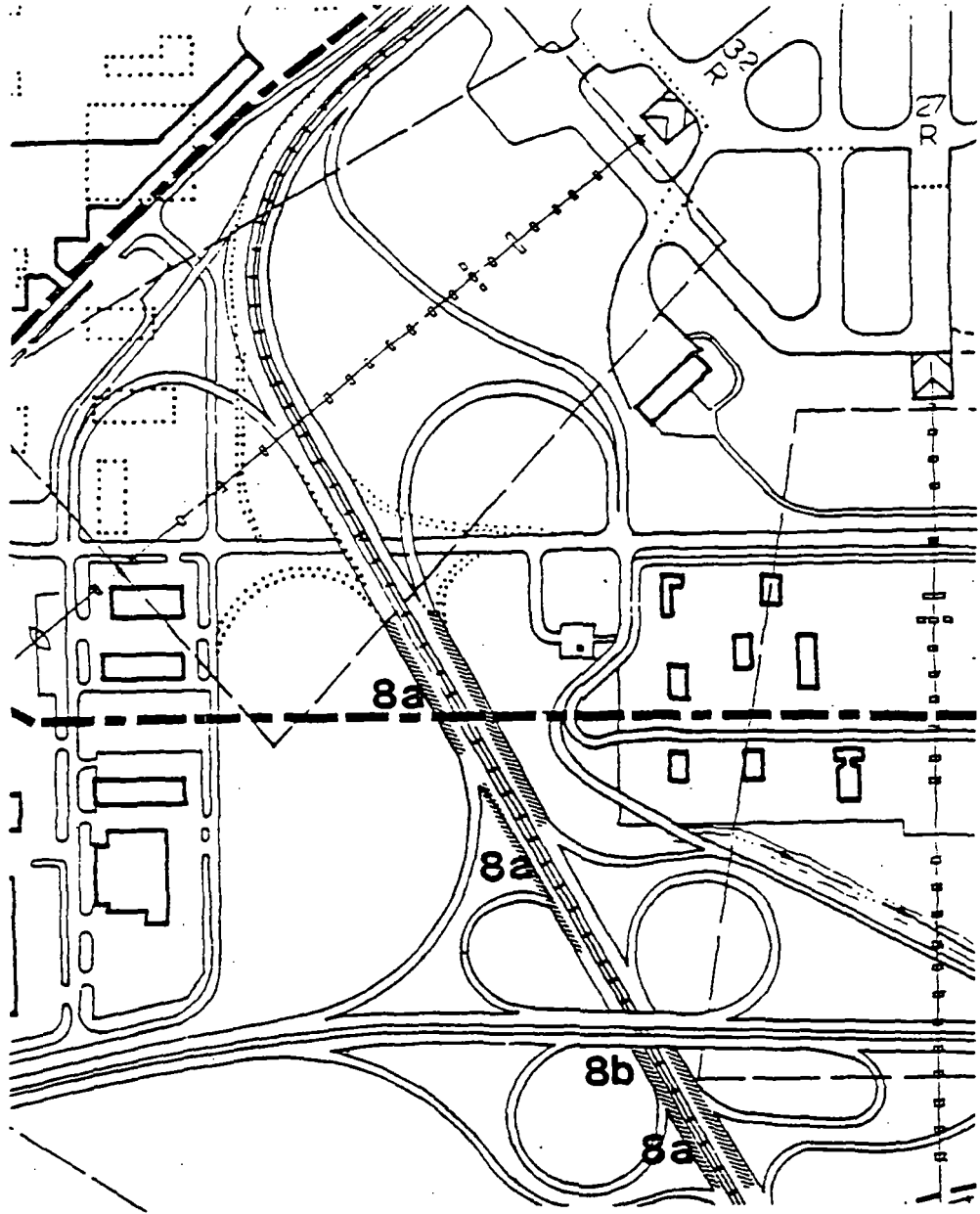
Airline Funded Total: \$3,240,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Access Road Widening	\$3,240,000	5/86	2/87	II
b. Access Roadway Signage	\$ 0			

Project Scope:

This project consists of lane improvements along the Access Roadway between Old Mannheim Road on the west and the railroad crossing on the east. An additional 13.8 Million Dollars will be sought from outside sources to complete selected elements excluded from this project.

AIRPORT DEVELOPMENT PLAN.



→ 11.17.82

Access Roadway Improvements

TS-8

AIRPORT DEVELOPMENT PLAN.

Number: TS-9

Date: 1/17/83

Name: Ramps and Roadways at Old Mannheim

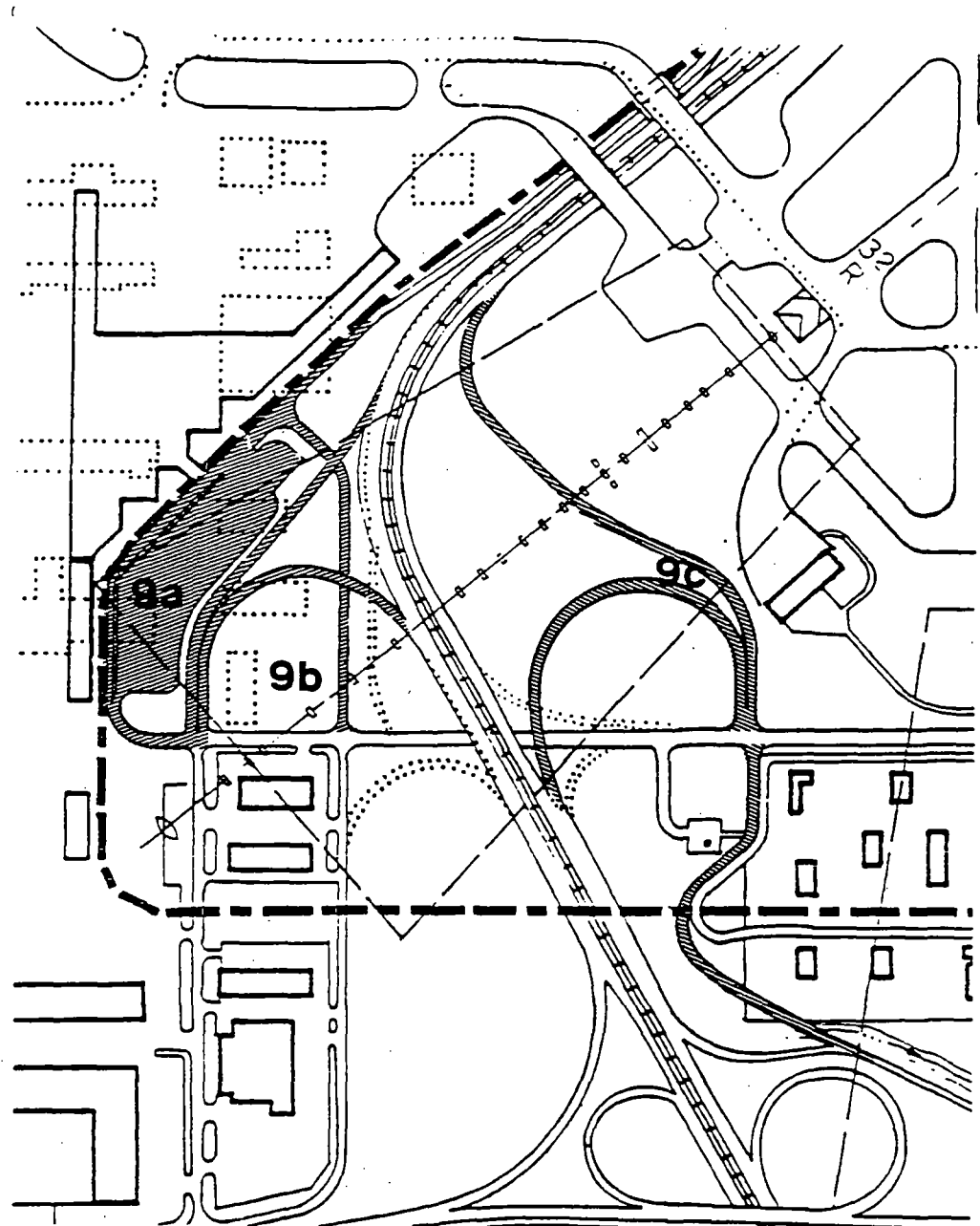
Airline Funded Total: \$9,998,618

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Parking on grade	\$ 831,600	5/87	7/87	II
b. International Recirculation Roads	\$2,901,960	4/87	6/88	II
c. Access Road Modifications	\$6,265,058	4/87	6/88	II

Project Scope:

Included are roads serving the International Terminal, new ramps connecting Old Mannheim Road with the Access Road (I-190), and 4.5 acres of at-grade parking in front of the International Terminal. In addition, the ramp connecting the southbound lanes of Mannheim Road with the westbound (inbound) lanes of the Access Road will be modified to feed into Old Mannheim Road directly across from a new ramp to the Access Road.

AIRPORT DEVELOPMENT PLAN.

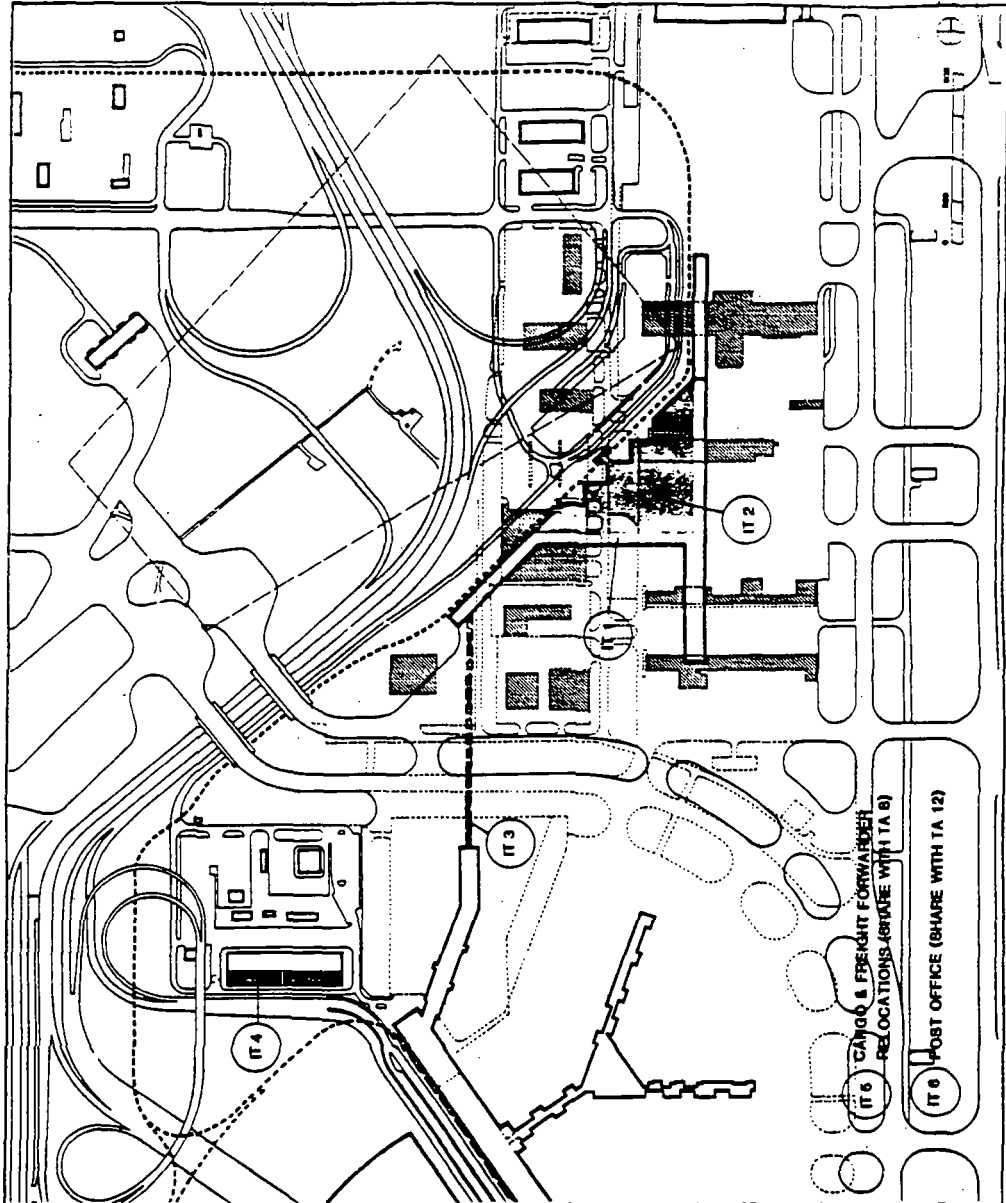


→ 11.17.82

Ramps and Roadways
at Old Mannheim

TS-9

INTERNATIONAL TERMINAL CRC (IT)



12.7.82

INTERNATIONAL TERMINAL CRC CAPITAL PROJECTS

- IT-1. International Terminal Curbside/Flag Areas
- IT-2. Federal Inspection Facilities
- IT-3. IMC Terminals
- IT-4. IARR Plant Expansion (Share with TA-9)
- IT-5. Cargo, and Freight Forwarder Relocations (Share with TA-8)
- IT-6. Post Office (Share with TA-12)

EXHIBIT B ID

AIRPORT DEVELOPMENT PLAN
INTERNATIONAL TERMINAL COST REVENUE CENTER

OTI-LARS ASSOCIATES
LANDPLANNING & DESIGN
A TRISTAR COMPANY

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M. Byrne Mayor Thomas Reynolds Commissioner of Aviation
Avenue H, Skokie, Illinois 60076

AIRPORT DEVELOPMENT PLAN.

SUMMARY SHEET (1/17/83)

	<u>CATEGORY 1</u>	<u>CATEGORY 2</u>	<u>FUNDING PRIORITY I</u>	<u>AIRLINE FUNDED TOTALS</u>
<u>INTERNATIONAL TERMINAL CRC CAPITAL PROJECTS</u>				
IT-1. International Terminal Foreign Flag Areas				\$30,214,232
IT-2. Federal Inspection Facilities				\$31,559,106
IT-3. H&R Tunnels	2,619,540			\$9,287,460
IT-4. H&R Plant Expansion (Share with TA-9)				
IT-4c 4000 Ton Chiller	\$298,080	\$0	\$298,080	\$2,690,297
IT-5. Cargo, and Freight Forwarder Relocations (Share with TA-8)				\$6,350,235
IT-6. Post Office (Share with TA-12)				\$246,172
TOTALS	\$2,917,620	\$0	\$298,080	\$80,947,502

AIRPORT DEVELOPMENT PLAN.

Number: IT-1

Date: 1/17/83

Name: International Terminal Foreign Flag Areas

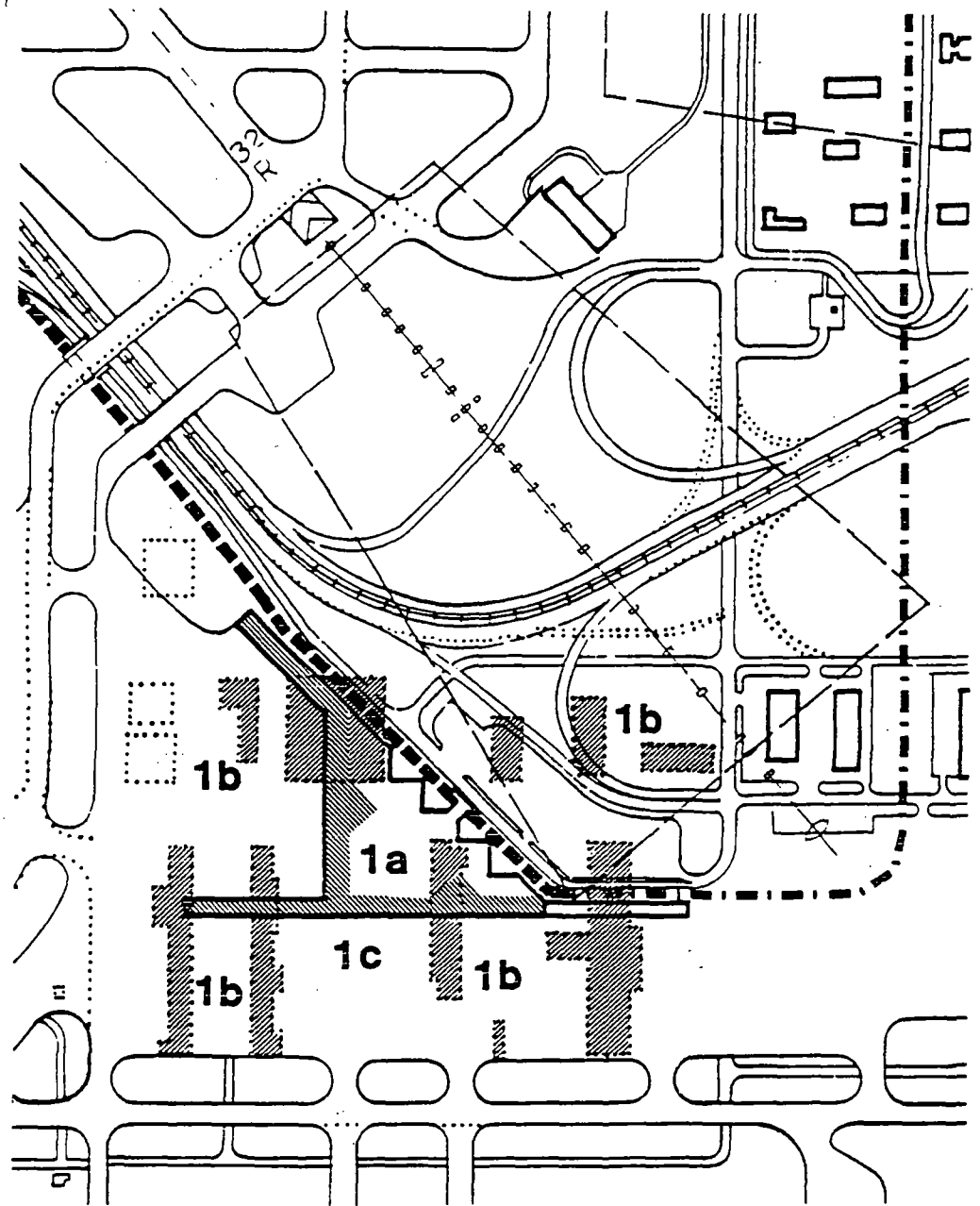
Airline Funded Total: \$30,814,232

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Foreign Flag Terminal/ Concourse Area	\$24,882,812	3/86	8/88	II
b. Demo. Existing Buildings (Post Office, Cargo and Freight Buildings, Share with IT-2)	\$ 689,748	3/86	6/86	II
c. Utility Service (Share with IT-2)	\$ 5,241,672	3/86	2/87	II

Project Scope:

This project provides for the construction of 182,750 square feet of terminal space for foreign flag airlines. The project provides for exclusive and joint use airline spaces, as well as, public spaces in the terminal and concourses of the proposed International Terminal. Also included is the demolition of the Joint Use Cargo Building No. 1, Joint Use Cargo Building No. 2, Flying Tiger, United Airlines, TWA, Emery Air Freight, KLM Cargo, Airborne Freight, WTC Freight and the Post Office buildings. Existing buildings will be demolished. Utility service for the foreign flag terminal spaces include the provision of storm sewers, telephone, electrical, sanitary sewers, water and gas system extension to the building. The demolition cost and utility development costs are shared with Project IT-2.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

International Terminal
Foreign Flag Areas

IT-1

AIRPORT DEVELOPMENT PLAN.

Number: IT-2

Date: 1/17/83

Name: Federal Inspection Facilities

Airline Funded Total: \$31,559,106

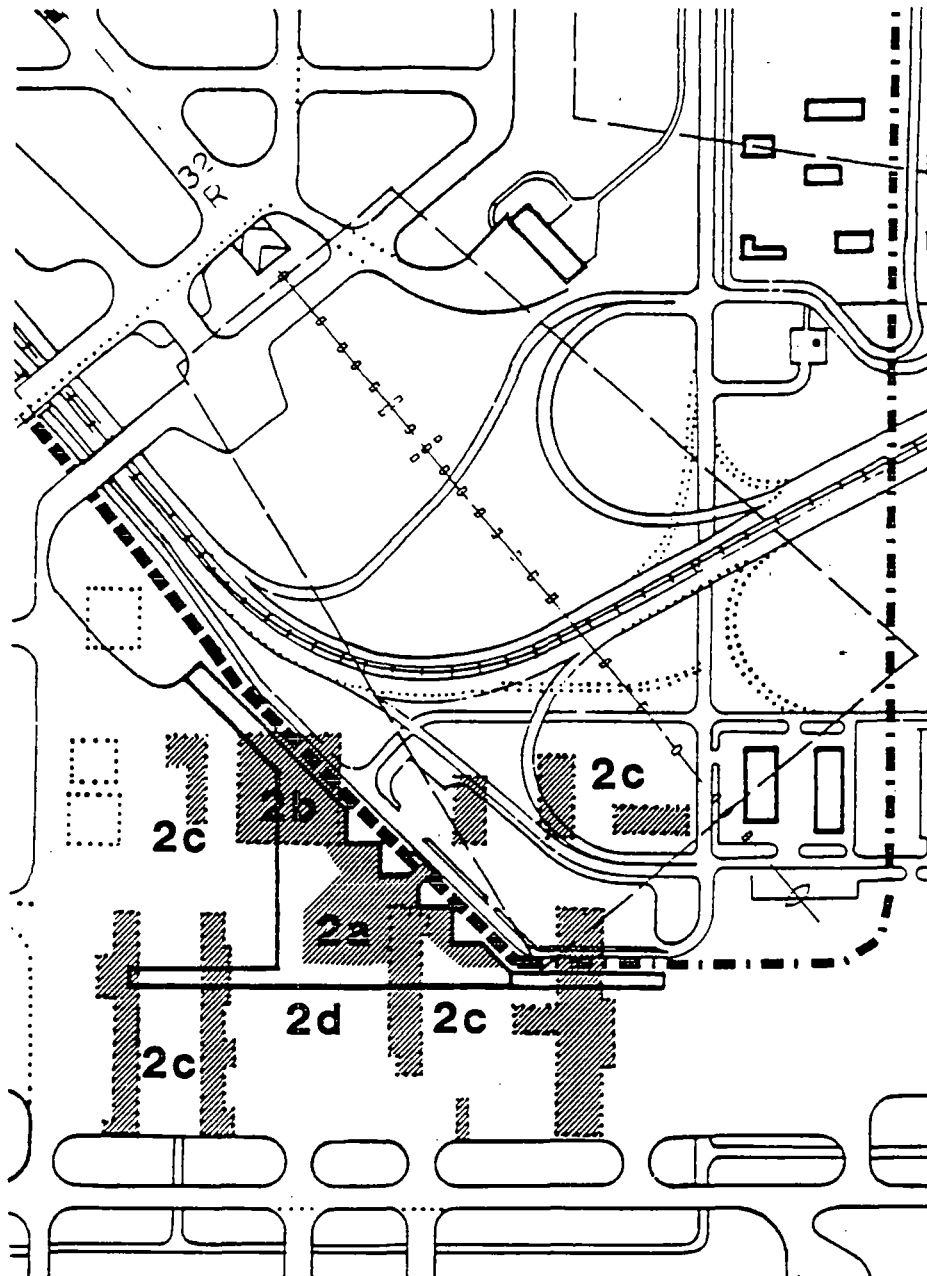
Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Federal Inspection Area	\$20,051,550	6/86	8/88	II
b. Terminal/Concourse Areas (Non-Foreign Flag)	\$ 5,576,138	3/86	8/88	II

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
c. Demolition of Existing Buildings (Share with IT-1)	\$ 689,746	3/86	6/86	II
d. Utility Service (Share with IT-1)	\$5,241,672	3/86	2/87	II

Project Scope:

Included in this project are terminal building spaces in the International Terminal for the Federal Inspection area, and the non-foreign flag users of the International Terminal. The Federal Inspection area will provide 140,750 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 FIS area. Terminal building space for exclusive, joint use and related public non-foreign flag airline spaces totals 39,500 square feet of building area. Also included is the demolition of the Joint Use Cargo Building No. 1, Joint Use Cargo Building No. 2, Flying Tiger, United Airlines, TWA, Emery Air Freight, KLM Cargo, Airborne Freight, WTC Freight and the Post Office buildings. Utility service for the foreign flag terminal spaces include the provision of storm sewers, telephone, electrical, sanitary sewers, water and gas system extension to the building. The demolition cost and utility development costs are shared with project TA-8.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Federal Inspection Facilities

IT-2

AIRPORT DEVELOPMENT PLAN.

Number: IT-3

Date: 1/17/83

Name: H & R Tunnels

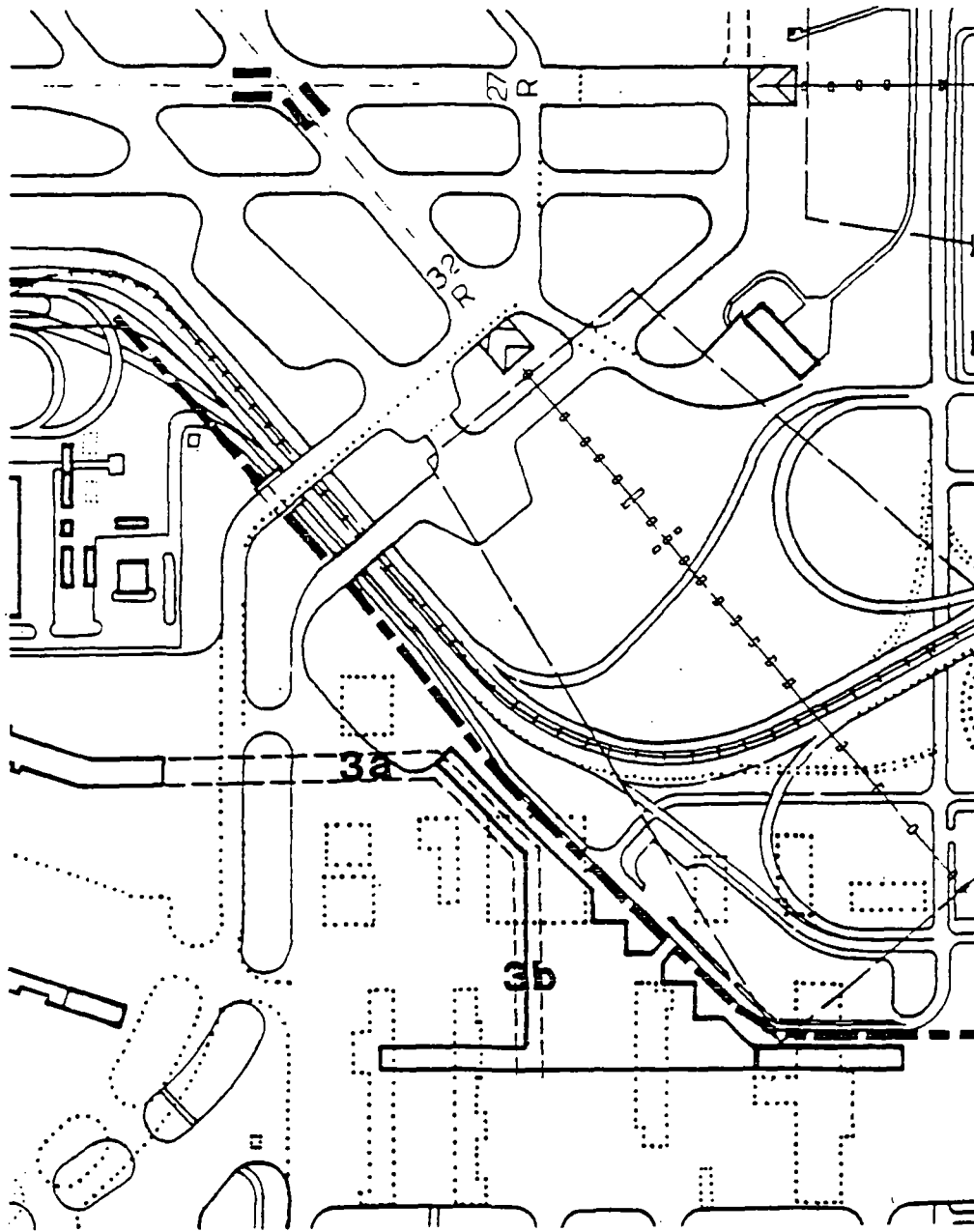
Airline Funded Total: \$9,287,460

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Tunnel and Pipe to International (From Concourse L)	\$2,619,540	4/83	12/86	II
b. Tunnel and Pipe at International	\$6,667,920	4/83	12/86	II

Project Scope:

This project includes the extension of the utility tunnel and piping system to the International Terminal. The system will extend from the L Concourse branch of the "Ring Tunnel" and extend under the Inner/Outer Taxiway system and International Apron to the terminal building. Additional sections of the tunnel and piping systems will be constructed throughout the International Terminal building.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

H&R Tunnels

IT-3

AIRPORT DEVELOPMENT PLAN.

Number: IT-4

Date: 1/17/83

Name: H & R Plant Expansion (Share with TA-9)

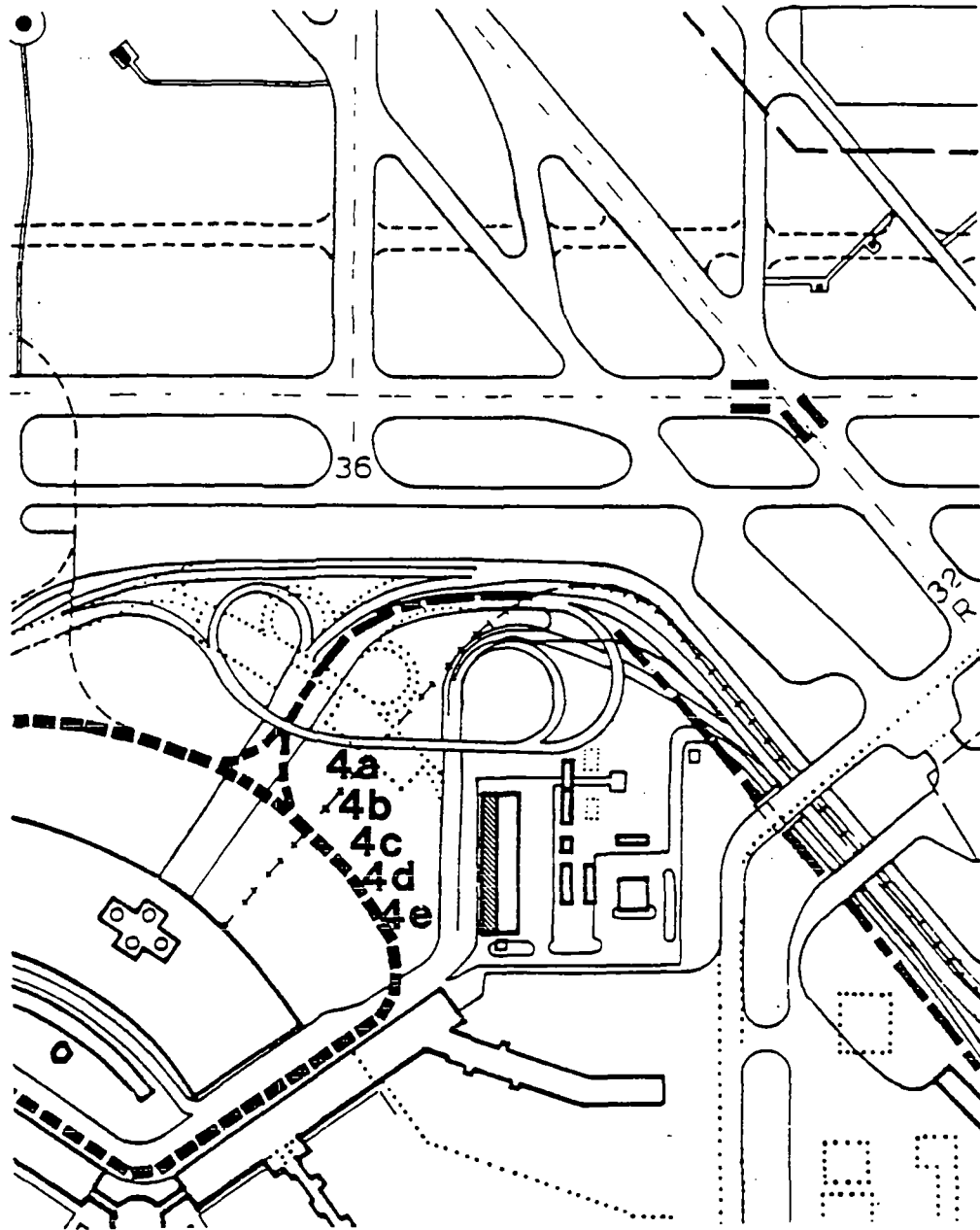
Airline Funded Total: \$2,690,297

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Building Addition	\$698,625	9/84	8/85	II
b. HTW Generators	\$397,440	4/84	10/85	II
c. 4,000-Ton Chiller (Category 1)	\$298,080	5/83	9/84	I
4,000-Ton Chiller	\$298,080	4/84	10/85	II
d. Supervisory System	\$499,036	4/84	10/85	II
e. Electrical Equipment	\$499,036	4/84	10/85	II

Project Scope:

This project provides for a 75,000 square foot expansion of the H & R Plant and new equipment which includes two High Temperature Water Generators, two 4,000-ton Chillers, a supervisory system and all related electrical components.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

H&R Plant Expansion
(Share with TA-9)

IT-4

AIRPORT DEVELOPMENT PLAN.

Number: IT-5

Date: 1/17/83

Name: Cargo and Freight Forwarder
Relocations (Share with TA-8)

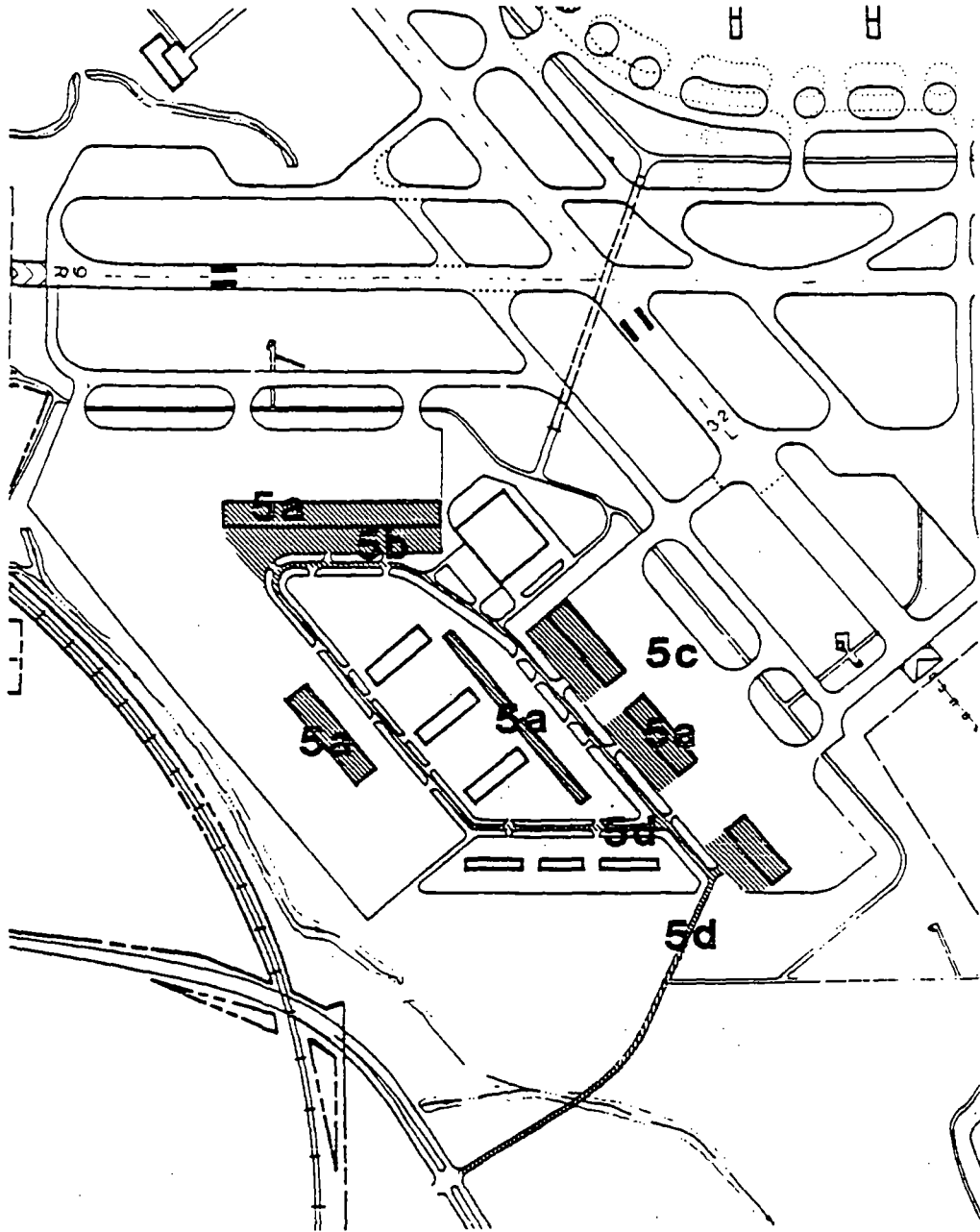
Airline Funded Total: \$6,350,235

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Replacement of Cargo and Freight Buildings	\$4,056,743	10/84	2/86	II
b. Associated Utilities	\$1,983,502	10/84	7/85	II
c. Access Road to Cargo	\$ 309,990	4/85	9/85	II

Project Scope:

Included in this project are fund allocations for replacement of cargo and freight buildings as well as related truck aprons. The installation and development of new access roads and utility systems is also included as a part of the new southwest cargo site development. Allowances will reflect a pro rata share of total square footage of facilities to be relocated including No. 1, Joint Use Cargo Building No. 2, Flying Tigers, United Airlines, TWA, Emery Air Freight, Airborne, KLM Cargo and WTC Air Freight.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Cargo and Freight Forwarder
Relocations (Share With TA-8)

IT-5

AIRPORT DEVELOPMENT PLAN.

Number: IT-6

Date: 1/17/83

Name: Post Office (Share with TA-12)

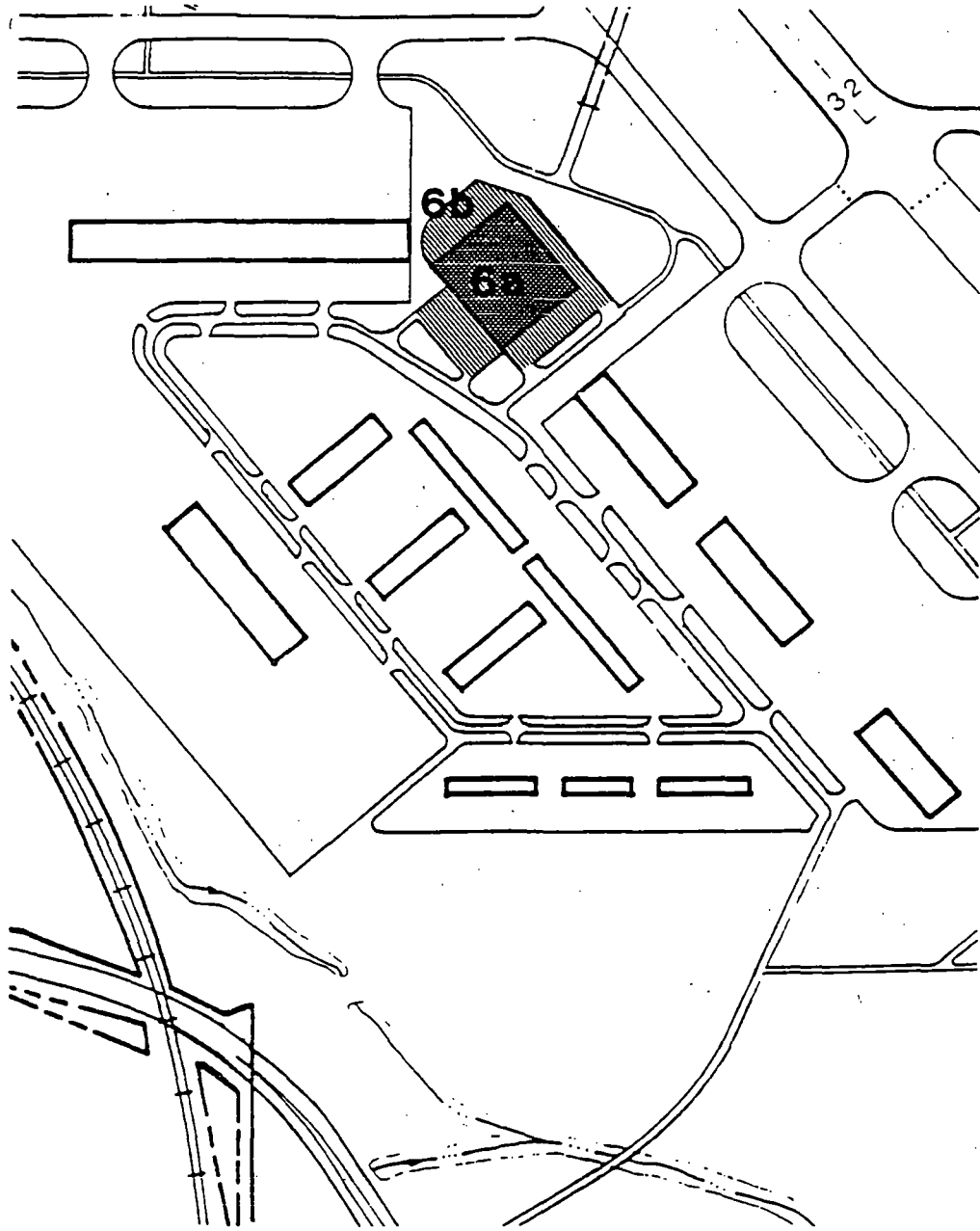
Airline Funded Total: \$246,172

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Post Office	\$142,222	11/84	2/86	II
b. Truck Apron	\$103,950	5/85	7/85	II

Project Scope:

This project provides for the replacement of the existing Post Office building. The new/replacement facility is to be constructed in the southwest cargo site. The costs for this project include new construction of a building, associated truck apron and parking areas and reflect the net present value of the existing facilities.

AIRPORT DEVELOPMENT PLAN.



↑ 11.17.82

Post Office (Share with TA-12)

IT-6

O'HARE ASSOCIATES
 Supervising Consultant for the
 Chicago O'Hare International Airport Development Program

January 17, 1983

AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

SHEET 1 OF 4

Assumed Notification Date of Environmental Approval

YEAR	1982		1983		1984		1985		1986		1987		1988		1989		Capital Project Number	Millions \$	
	HALF	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd					
FACILITY																			
1. Terminal 1A/1B/1C/1D		█		█		█											1A-4	32.7	
2. Concourse L Apron			█														AF-10	13.9	
3. Crustfront Expansion Terminal 3A			█			█											IS-14b	1.7	
4. F.I.S. Relocation				█		█											TA-10	16.7	
5. Inner/Outer Taxiway K/L Relocation				█		█											AF-8	7.5,6	
6. Airport Maintenance Complex				█		█											AF-15	17.1	
7. Terminal 2/3 Additions				█		█											TA-7	7.6	
8. Flight Kitchen Relocations				█		█											TA-13	0	
9. IAT Inter-Terminal				█		█											15-6	43.8	
10. Military Site Acquisition																	AI-13	16.1	
11. Replacement CTR Sta. #1																	AF-18	8.5	
12. Utility Relocations B/C Apron																	AI-7	9.6	
13. 321/9K Parallel Taxiways																	AF-3	17.1	

* Includes Construction Cost & Allowance of 8% A/E Fees in 1982 Dollars

AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

O'HARE ASSOCIATES

Superior Consultant for the Chicago O'Hare International Airport Development Program

November 17, 1982

SHEET 2 OF 4

Assumed Notification Date of Environmental Approval

YEAR	1982		1983		1984		1985		1986		1987		1988		1989		Project Number	Millions \$
	HALF	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd		
14.																	AI-4	6.9
15.																	15-7	46.5
16.																	AI-11	11.0
17.																	1A-9/ 11-4	20.7 2.7
18.																	15-3	23.0
19.																	1A-2	4.6
20.																	1A-1	71.5
21.																	1A-3	78.6
22.																	1A-5	11.4
23.																	1A-8/ 11-5	46.1 6.6
24.																	1A-12 11-6	1.7 0.7
25.																	AI-5	32.0
26.																	1A-6	4.7
27.																	AI-9	4.0

* Includes Construction Cost & Allowance of 8% A/E Fees, in 1982 Dollars

O'HARE ASSOCIATES
 Supervising Consultant for the
 Chicago O'Hare International Airport Development Program

November 17, 1982

AIRPORT DEVELOPMENT PLAN
 Preliminary Construction Schedule

SHEET 3 OF 4

YEAR	1982		1983		1984		1985		1986		1987		1988		1989		Project Number	Millions \$
	FACILITY	HALF	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd		
28.	Extension Runway 27-R																AF-1	27.0
29.	Renov. Parking East																15-6	13.3
30.	Inner/Outer Taxiway W/C Location																AF-6	23.3
31.	Old Maintenance Improvements																15-5	1.5
32.	H & R Tunnels																11-3	9.3
33.	Central Terminal Curbside Expansion																15-1-a	8.5
34.	Central Terminal Reconfiguration Improvements																15-2	9.5
35.	Extension & Improvement Concourse F																1A-16	1.6
36.	General Aviation Apron																AF-16	0
38.	International Terminal Farewell Plaza Areas																AF-12	20.5
39.	Federal Inspection Facilities																11-1	50.0
40.	Access Roadway Improvements																11-2	11.6
																	15-8	3.2

* Includes Construction Cost & Allowance of 8% A/E Fees in 1982 Dollars

AIRPORT DEVELOPMENT PLAN

O'HARE ASSOCIATES
 Supervising Consultant for the
 Chicago O'Hare International Airport Development Program

Preliminary Construction Schedule

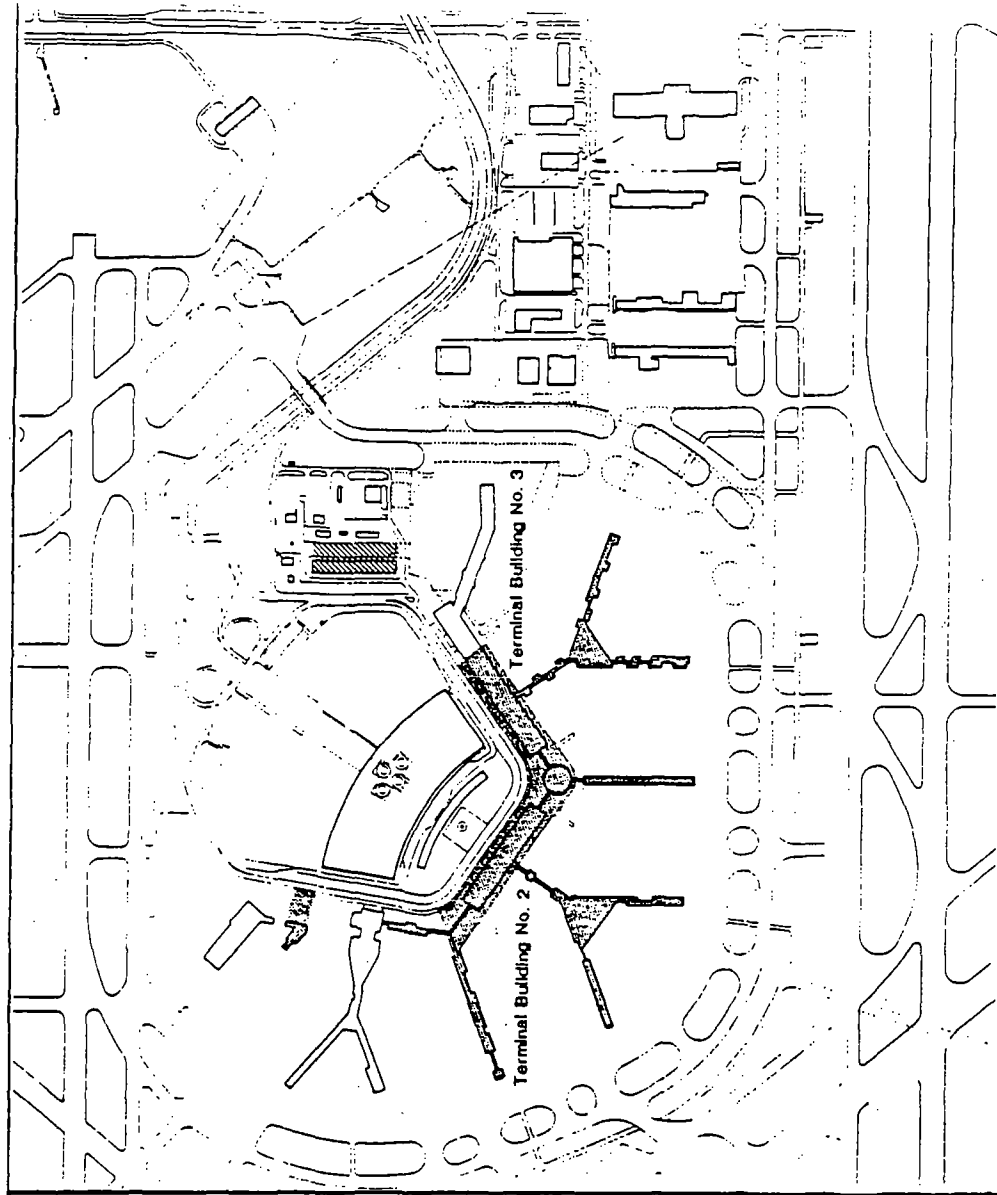
SHEET 4 OF 4

November 17, 1982

Assumed Notification Date of Environmental Approval

YEAR FACILITY	1982		1983		1984		1985		1986		1987		1988		1989		Capital Project Number	\$ MILLIONS	
	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd				
41. Extension & Improvement Concourse C																	1A-15	1.6	
42. Gates, Jan & Improvements (Concourse H)																	1A-16	1.6	
43. Extension & Improvement Concourse K																	1A-11	3.2	
44. Runways & Roadways at the Mainland																	15-9	10.0	
45. Extension Runway/ Taxiway 9L																	AT-2	1.8	
46. Interline Baggage Improvements																	1A-17	0	
TOTAL																			10.0

* Includes Construction Cost & Allowance of 8% A/E Fees in 1982 Dollars



12.7.82



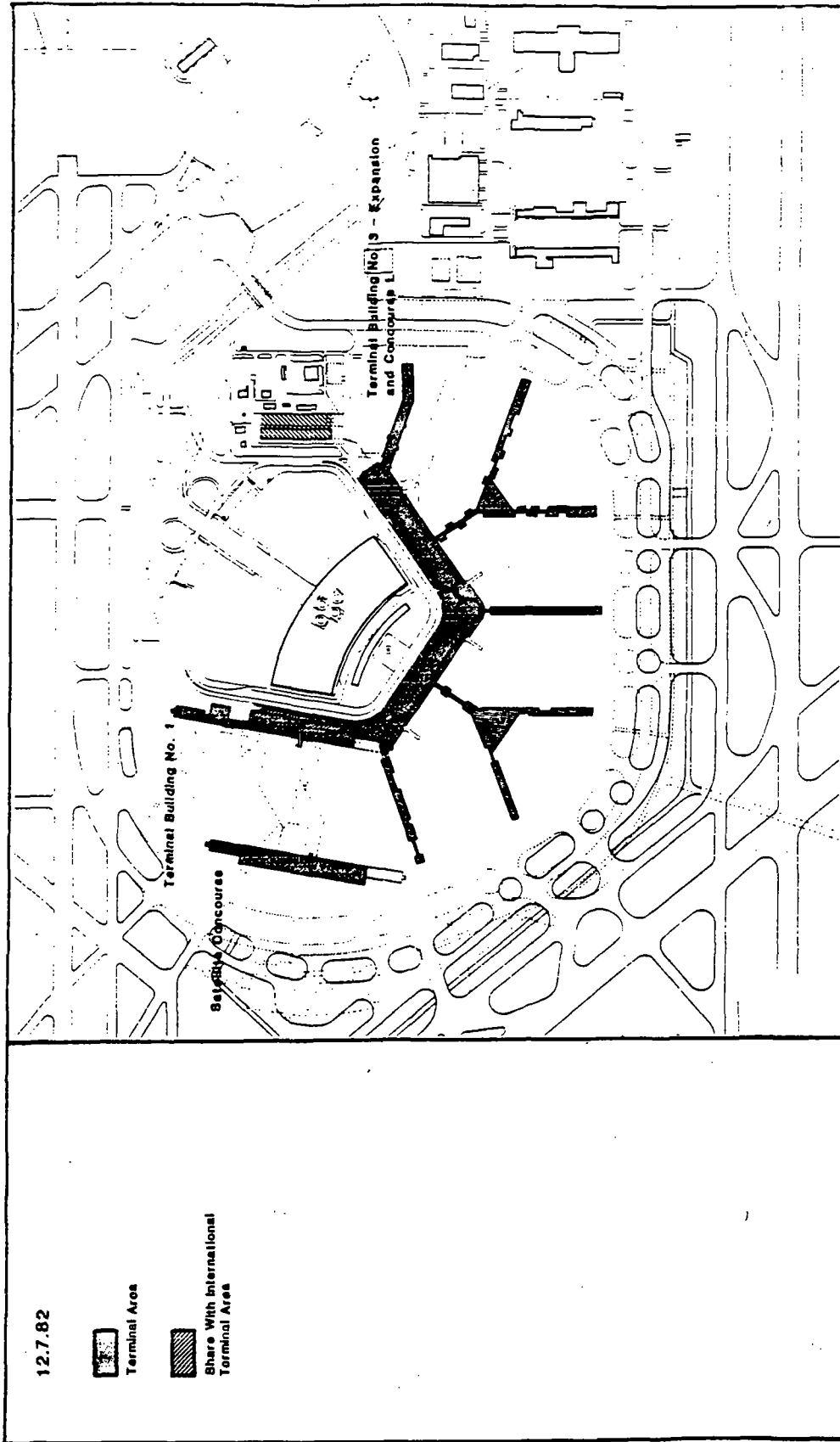
Terminal Area



Share With International Terminal Area

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago John M. Dyrko Mayor Thomas Rappaport Commissioner of Aeronautics
CHICAGO ASSOCIATES
LANDRUM & BROWN
 Architect Consultant

TERMINAL AREA - PHASE I

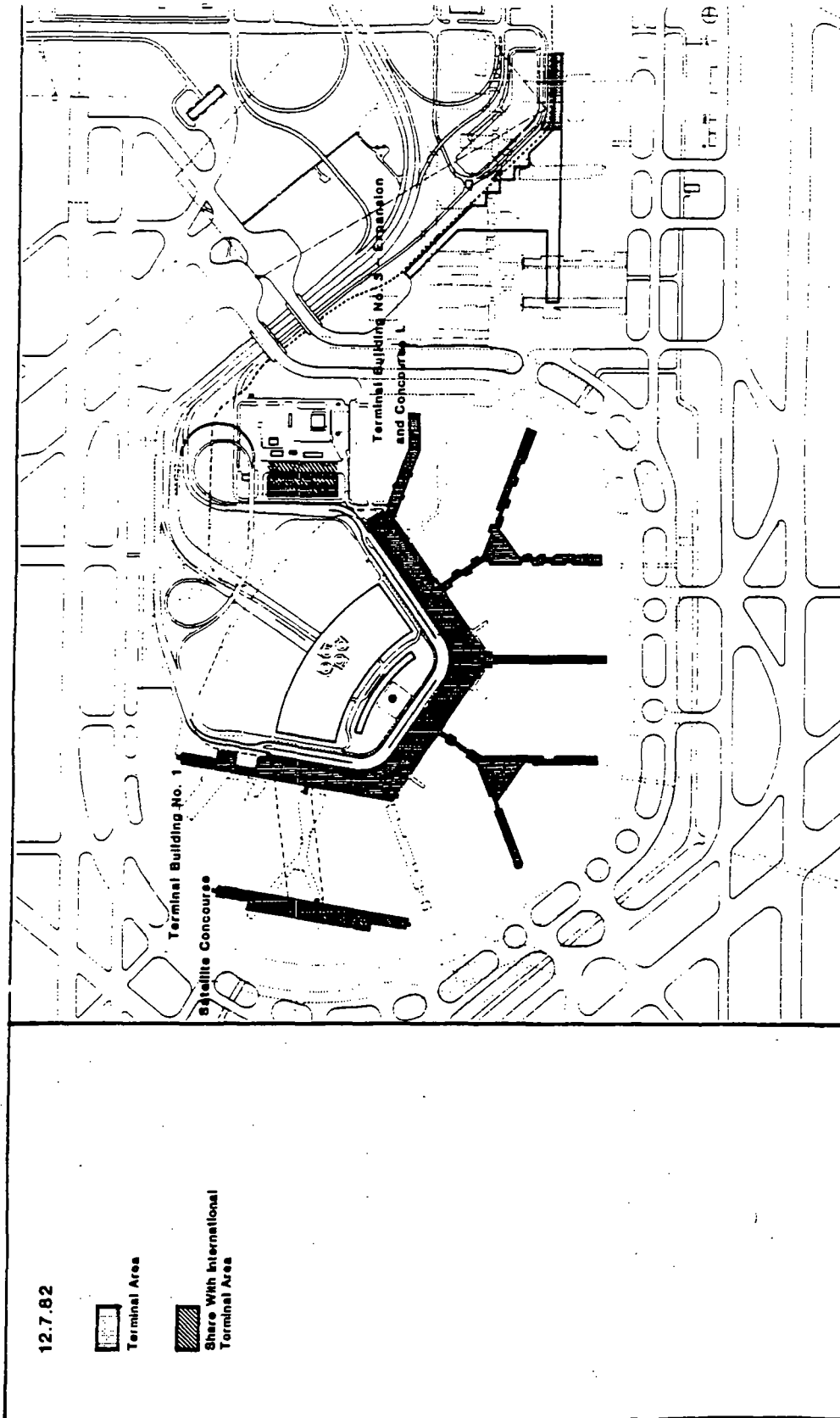


C2

TERMINAL AREA - PHASE II

CHICAGO AERODROME AUTHORITY
LANDING & TAKEOFF
FACILITIES COMMISSION

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
James M. Byrnes, Mayor
Thomas R. Burke, Commissioner of Public Works



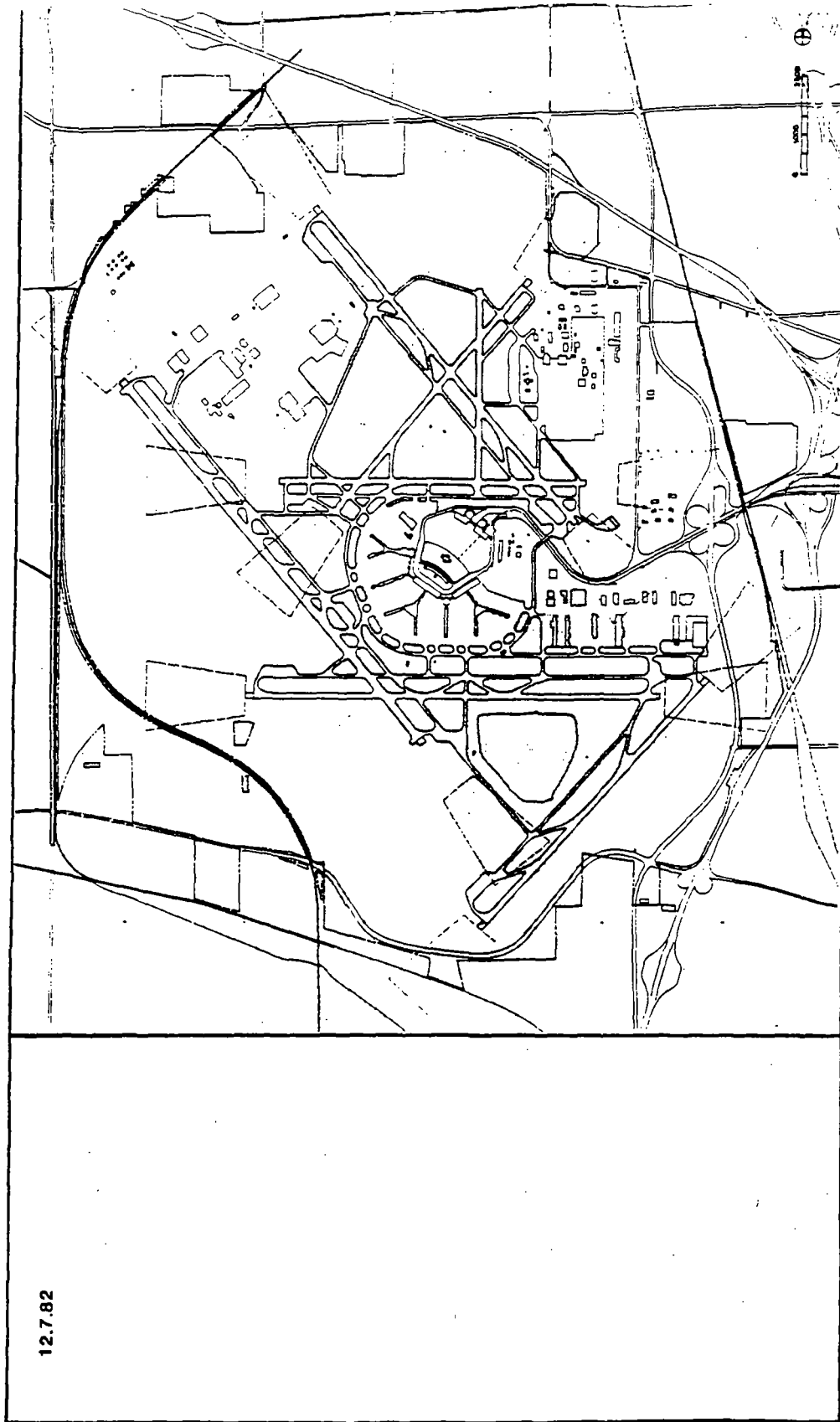
CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago - Jane M. Byrne Mayor - Thomas E. Spahr, Commissioner of Public Works - Jerome H. Butler, Commissioner of Public Safety

OT-LAMP ASSOCIATES
 LANDRUM & BROWN
 A Joint Venture

TERMINAL AREA - PHASE III

Scale: 1" = 100'

63



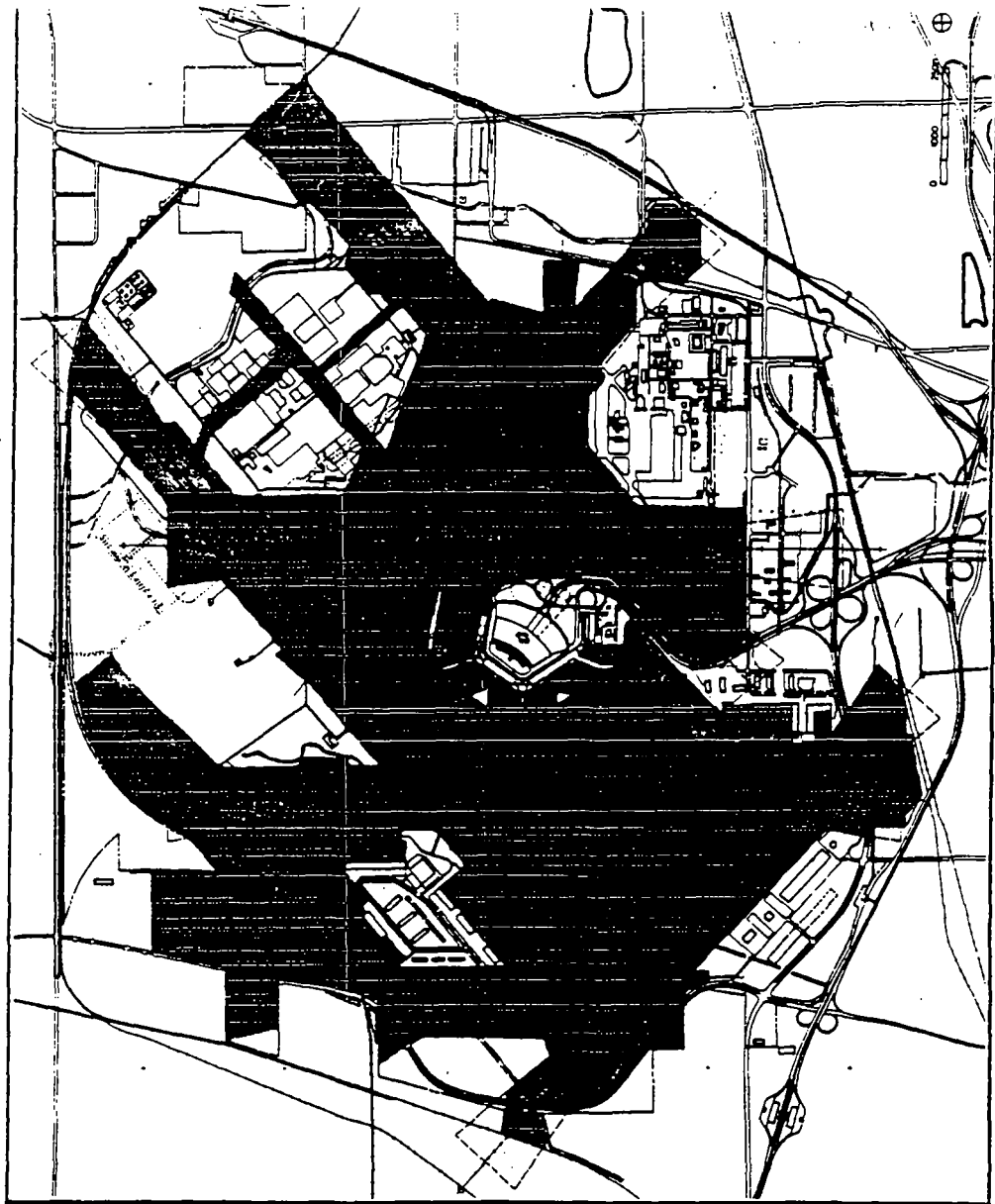
12.7.82

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago James M. Byrne Mayor Thomas H. Rapch, Commissioner of Public Works

CHASE ASSOCIATES
 LANDPLANNING & DESIGN
 1100 North Dearborn Street, Chicago, Illinois 60610

AIRFIELD AREA - PHASE I

D1



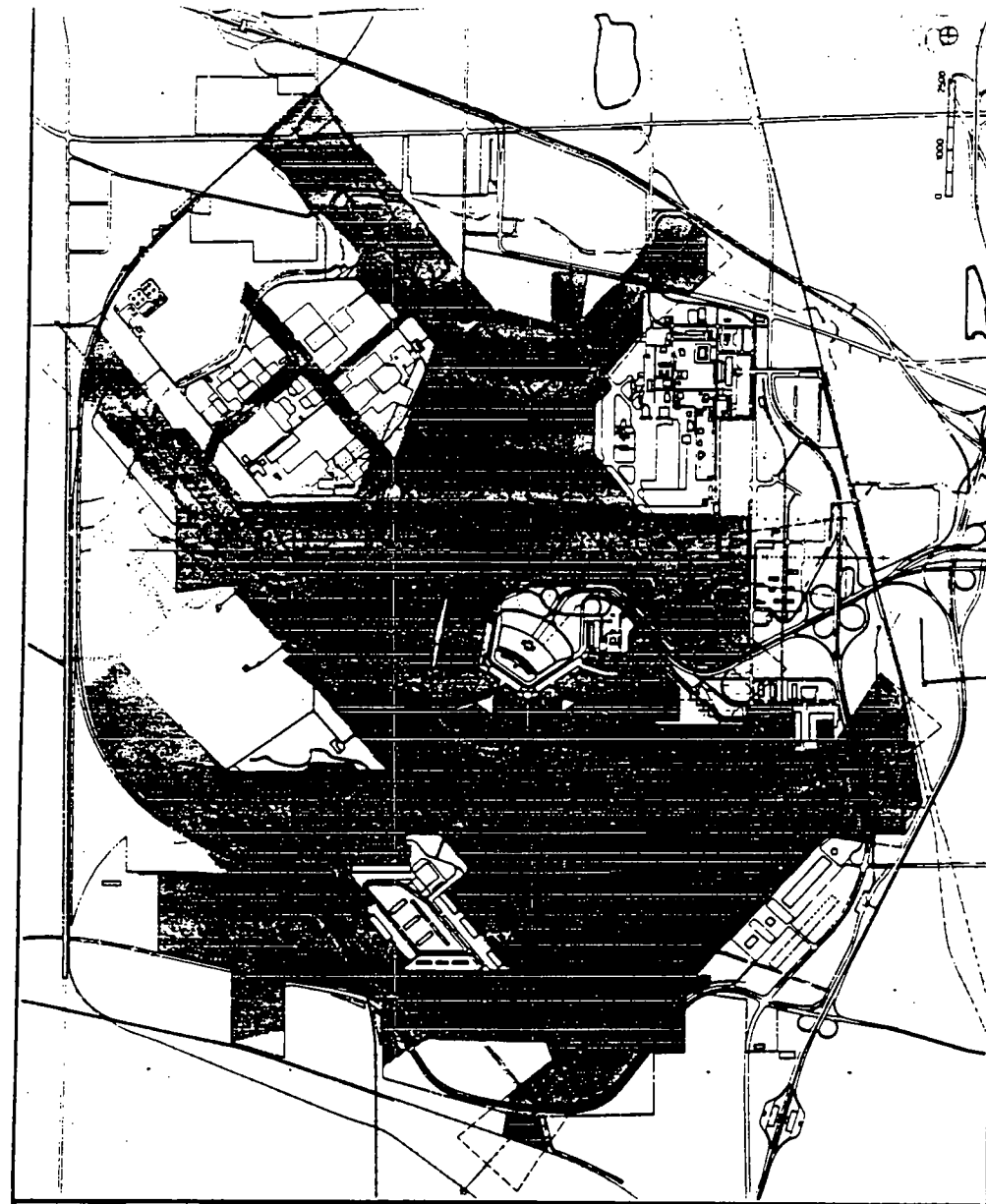
12.7.82

1" = 100'

ARRFIELD AREA - PHASE II

CHANG ASSOCIATES
LANDSCAPE ARCHITECTS
1111 N. LAUREL ST.
CHICAGO, ILL. 60610

CHICAGO O'HARE INTERNATIONAL AIRPORT
John M. Byrne, Mayor
Thomas H. Daley, Commissioner of Aviation
John P. Miller, Commissioner of Public Works

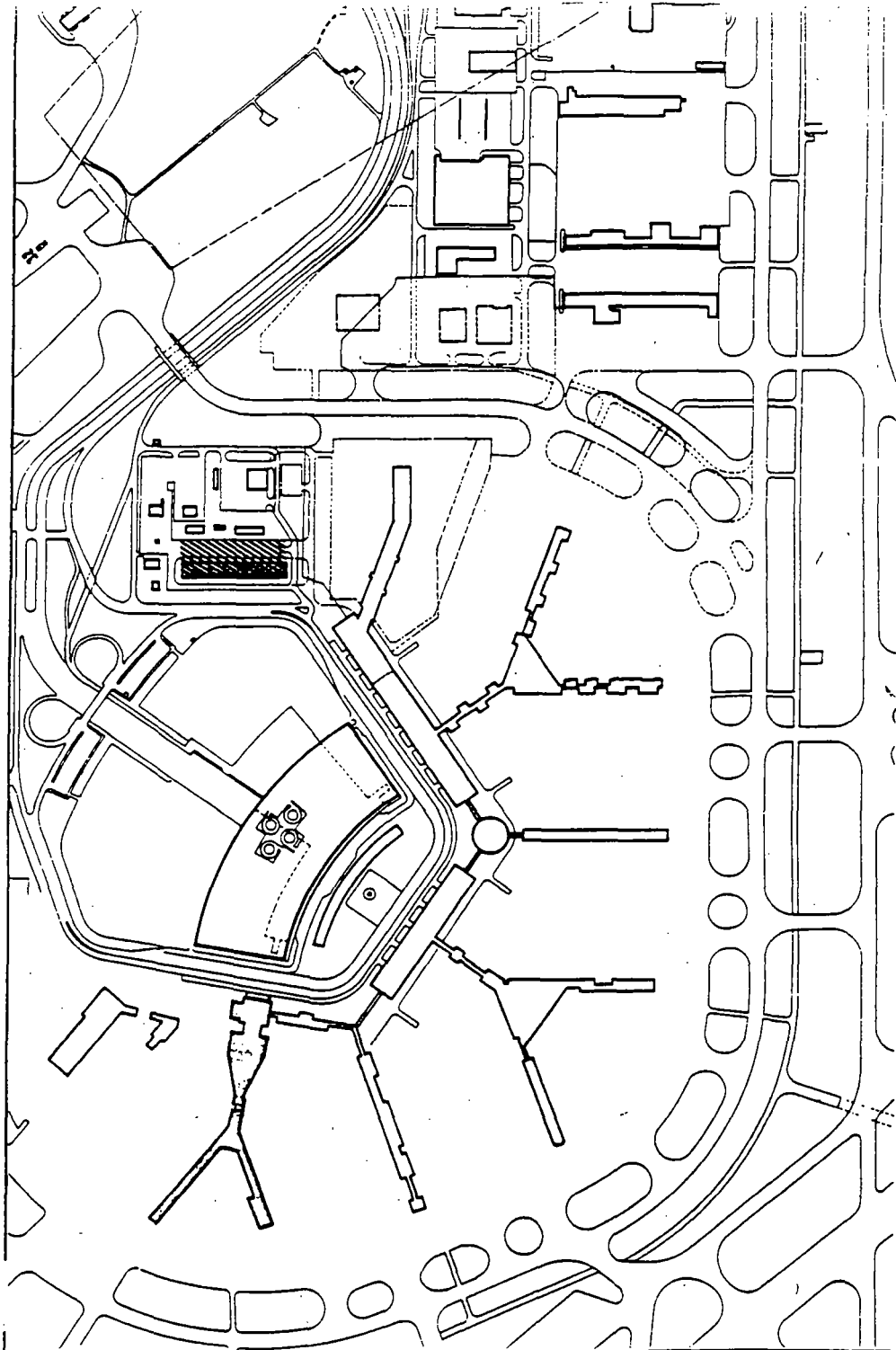


12.7.82

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago Jane M. Byrne Mayor Thomas H. Robb, Commissioner of Finance
 CH-LEUNG ASSOCIATES
 LANDPLANNING & SURVEYING
 A Limited Liability Corporation

AIRFIELD AREA - PHASE III





12.7.82



International Terminal Area

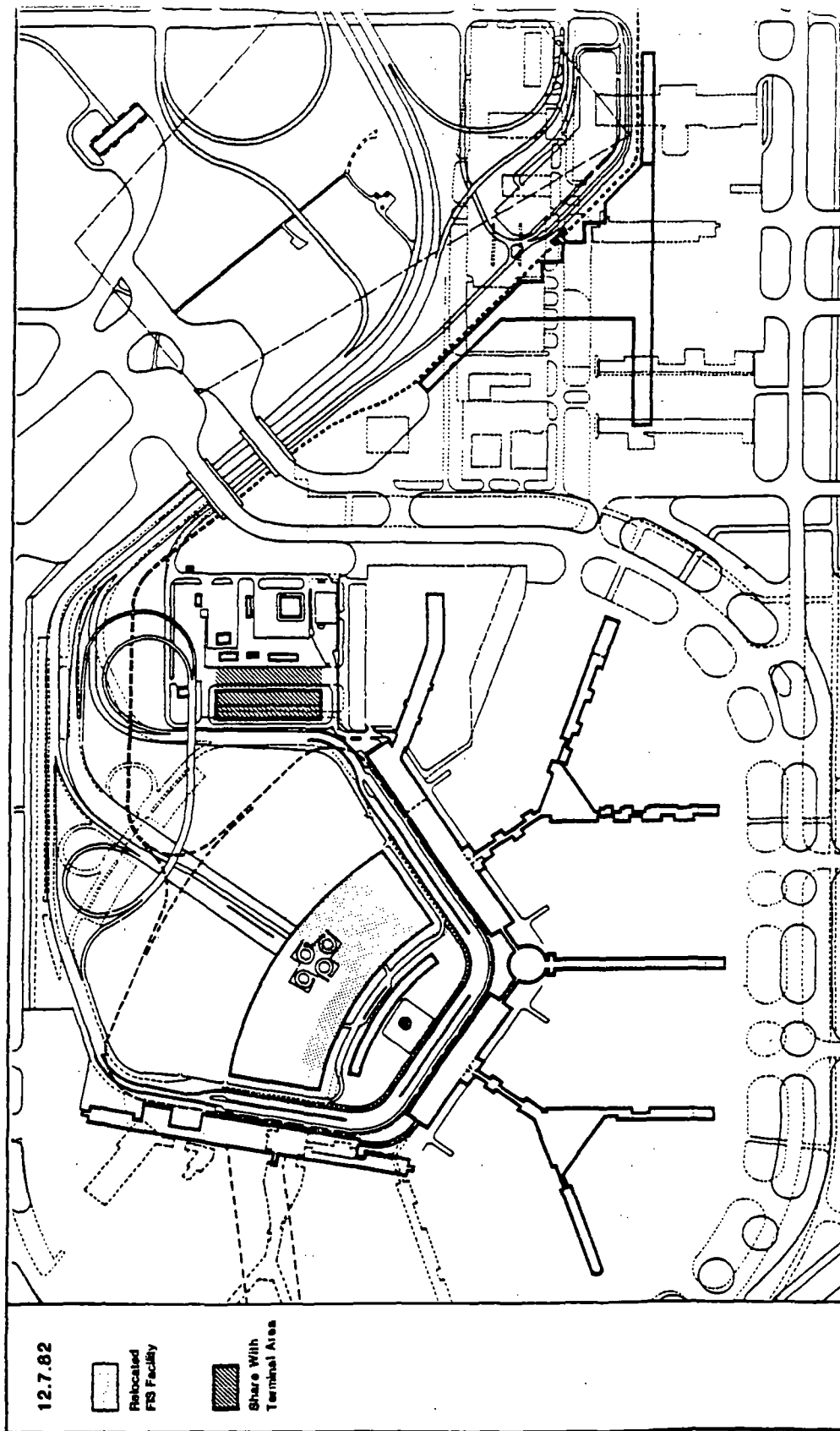


Chase With Terminal Area

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 James M. Byrne Mayor
 Thomas Rogstad, Commissioner of Aviation
 Jerome R. Baker, Commissioner of Public Works

CHICAGO ASSOCIATES
 LANDPLANNING & ARCHITECTURE
 A Division of C.A. Associates

INTERNATIONAL TERMINAL AREA - PHASE I



12.7.82

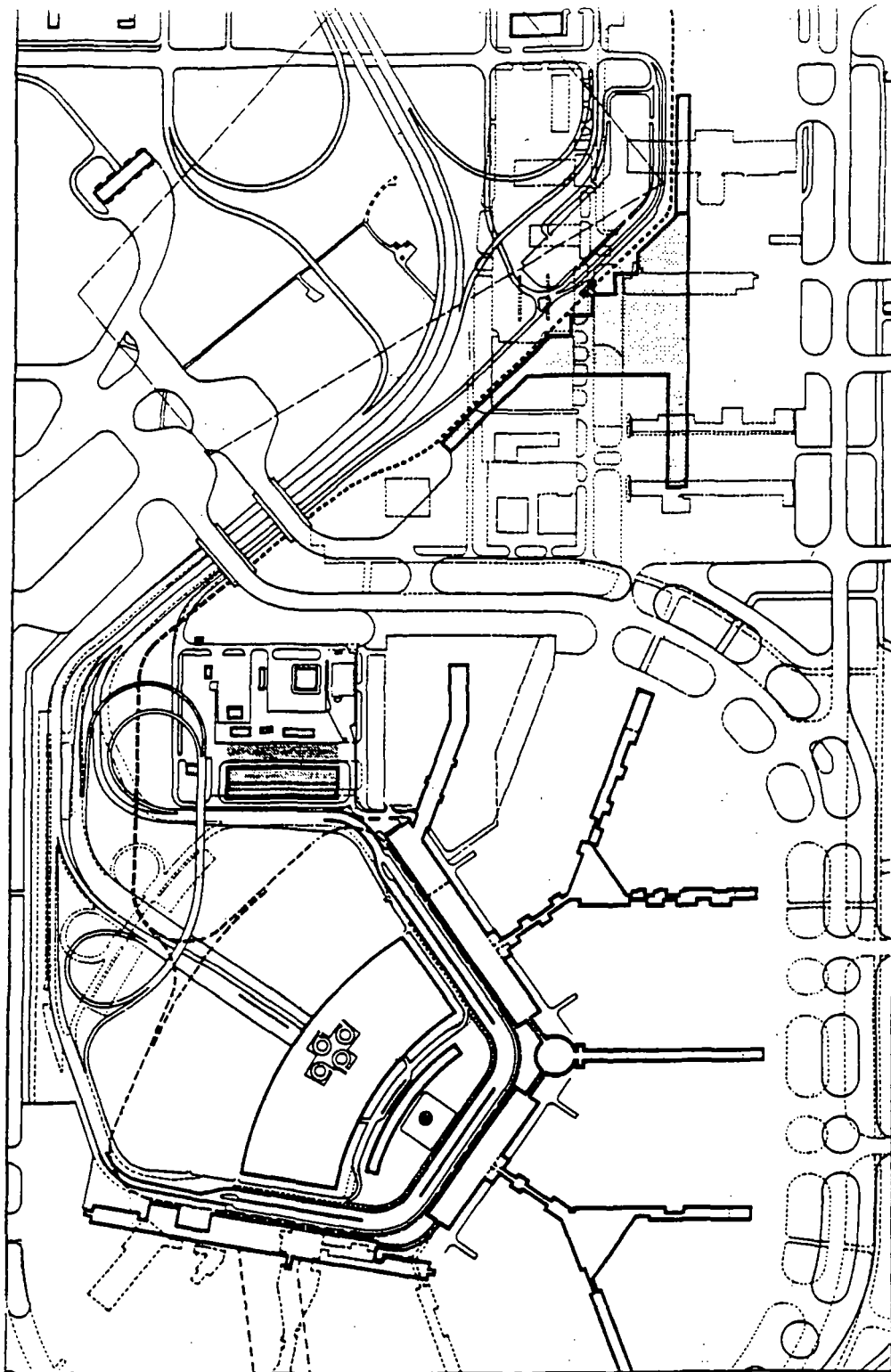
-  Relocated FSI Facility
-  Share With Terminal Area

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 Jane M. Byrne Mayor
 Thomas Rastetter, Commissioner of Aviation
 Andrew R. Borker, Commissioner of Public Works



O'HARE ASSOCIATES
 ARCHITECTS
 LAURENCE H. HARRIS
 ARCHITECTS
 111 North Dearborn
 Chicago, Illinois 60610

INTERNATIONAL TERMINAL AREA - PHASE II

Scale
 1" = 100'



12.7.82

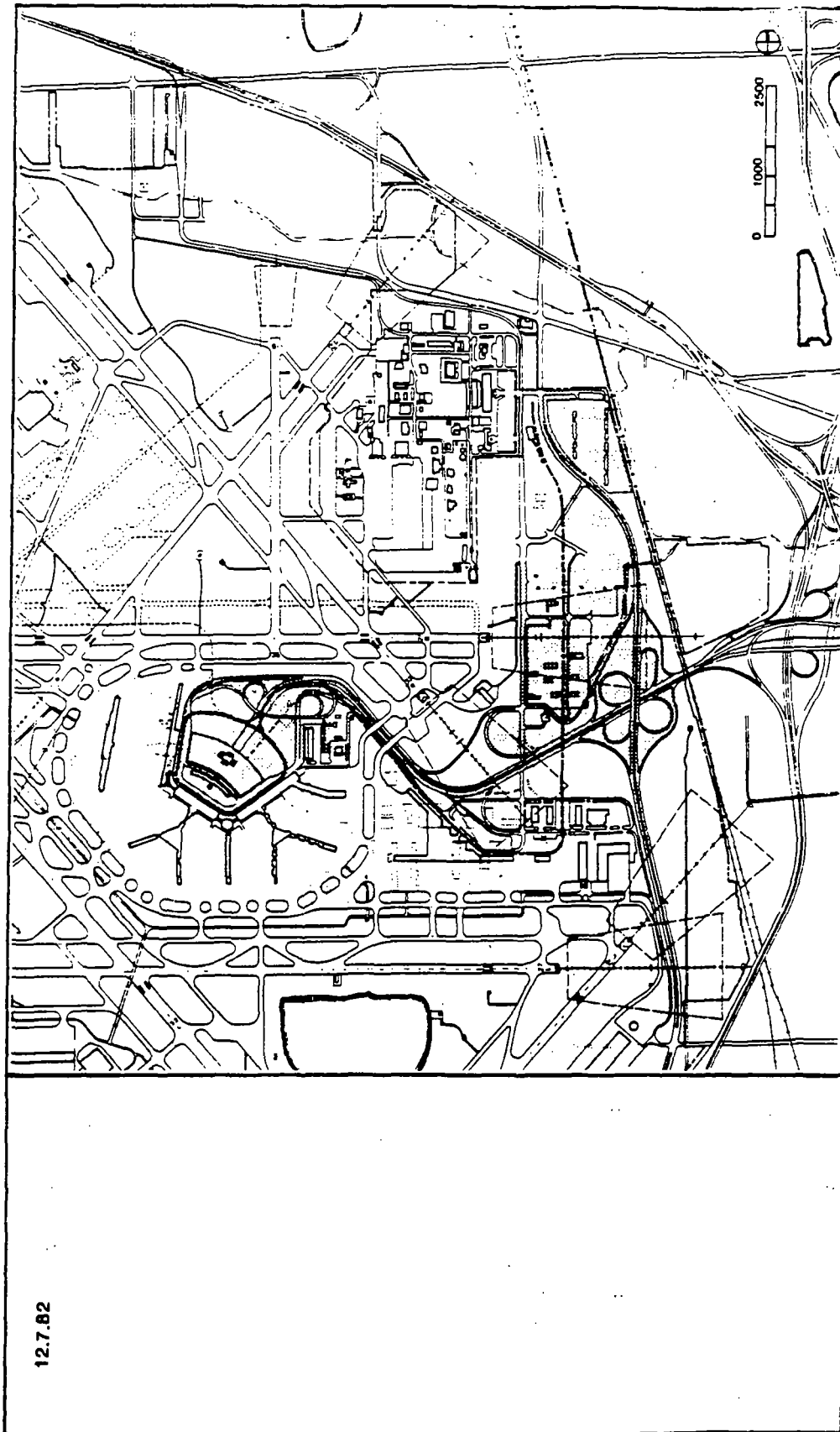
-  International Terminal Area
-  Share With Terminal Area

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 James M. Bryne, Mayor
 Thomas M. Depina, Commissioner of Revenue
 James R. Burke, Commissioner of Public Works

CHICAGO ARCHITECTURAL CENTER
LANDPLANNING DIVISION
 200 North Dearborn Street
 Chicago, Illinois 60610

INTERNATIONAL TERMINAL AREA - PHASE III

E3



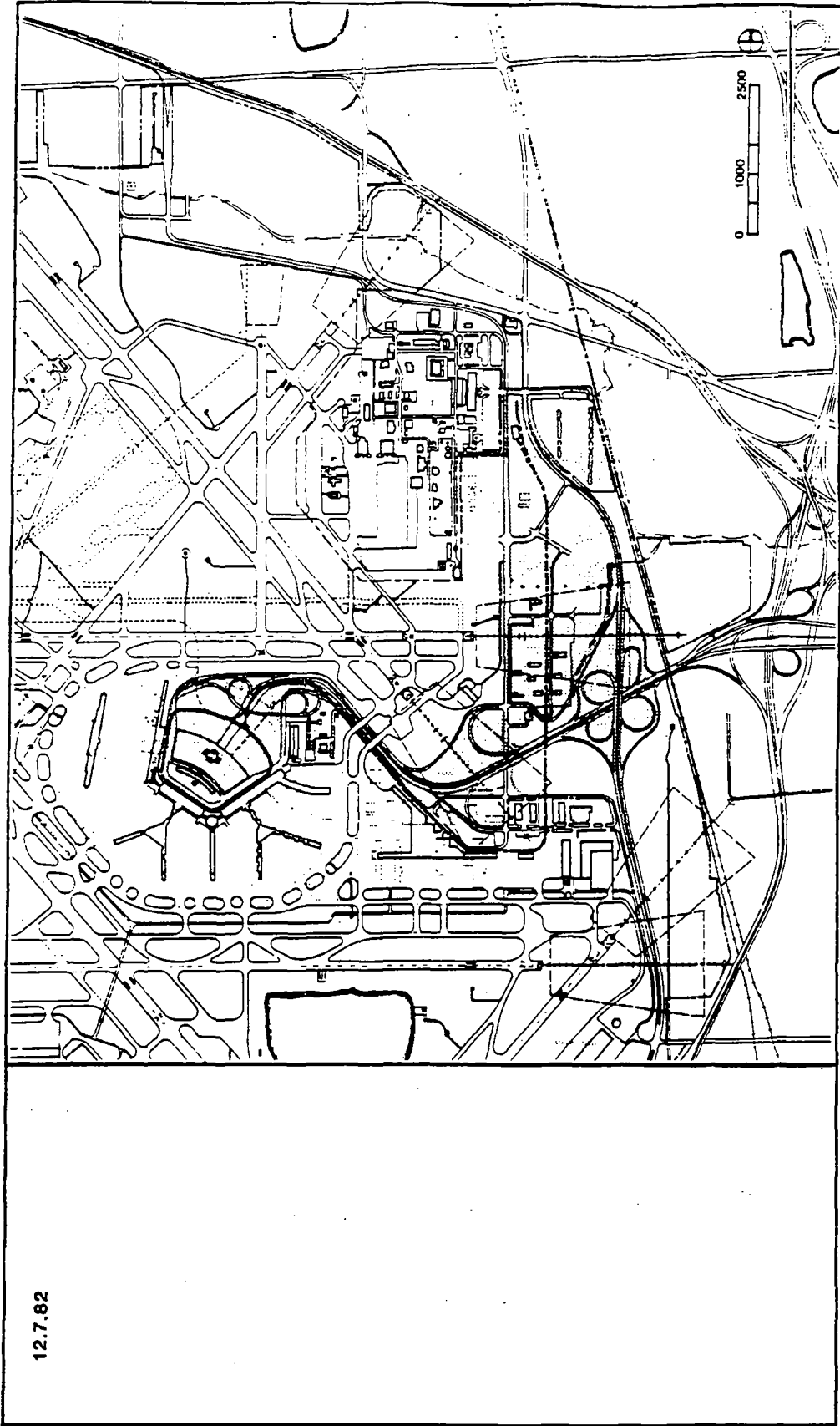
12.7.82

Sheet
F1

TERMINAL SUPPORT AREA - PHASE I

CH-IAHS ASSOCIATES
INCORPORATED
LAND PLANNING
ARCHITECTURE
INTERIOR DESIGN
CHICAGO, ILL.

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
James M. Byrnie Mayor
Thomas Egards Commissioner of Aviation
Anthony R. Butler Commissioner of Public Works



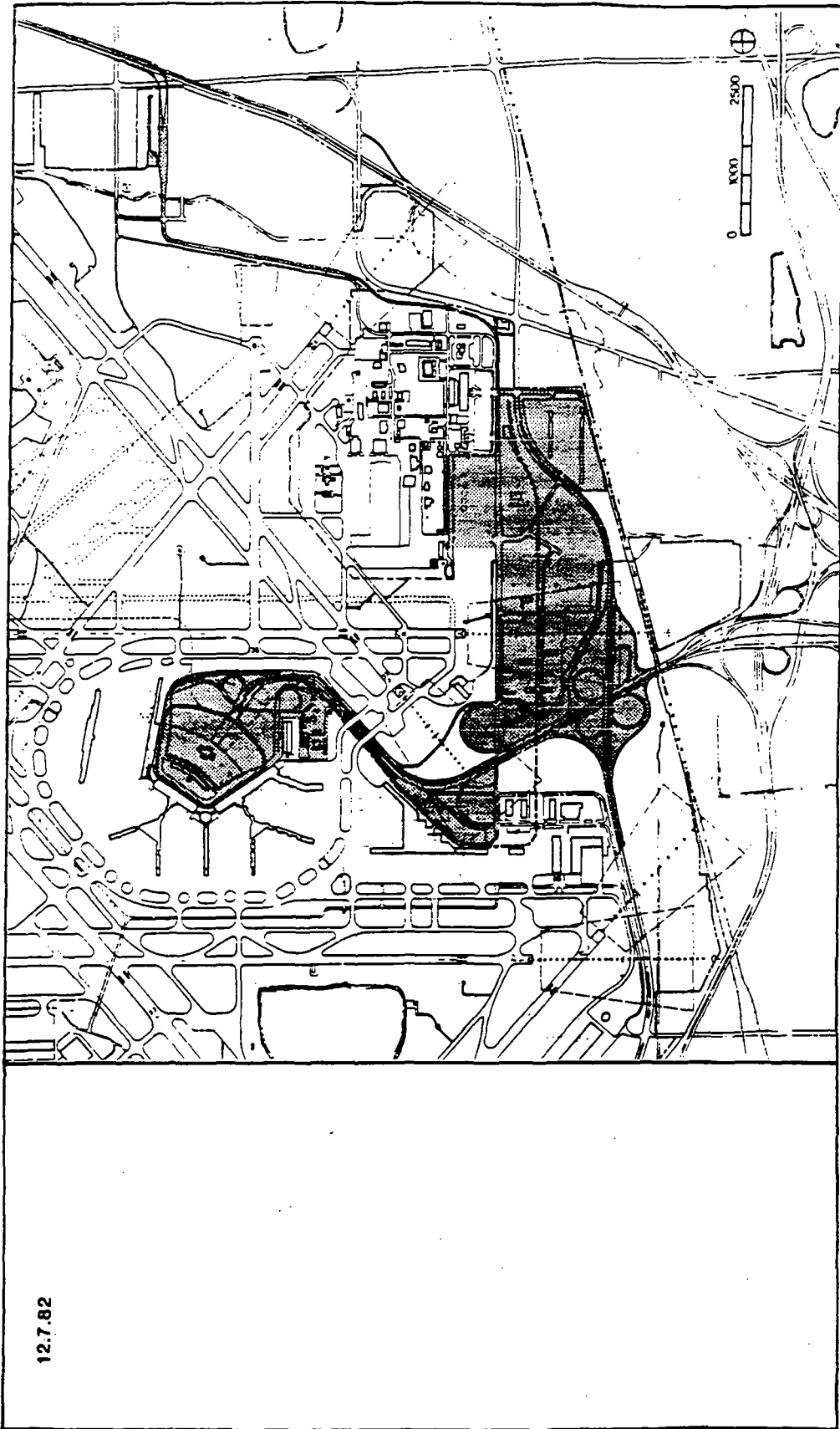
12.7.82

FIGURE
F 2

TERMINAL SUPPORT AREA - PHASE II

CHURCH ASSOCIATES
LANDRUM & BROWN
Aerial Computer

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
James M. Byrne, Mayor
Thomas R. Spadek, Commissioner of Aviation
James R. Butler, Commissioner of Public Works



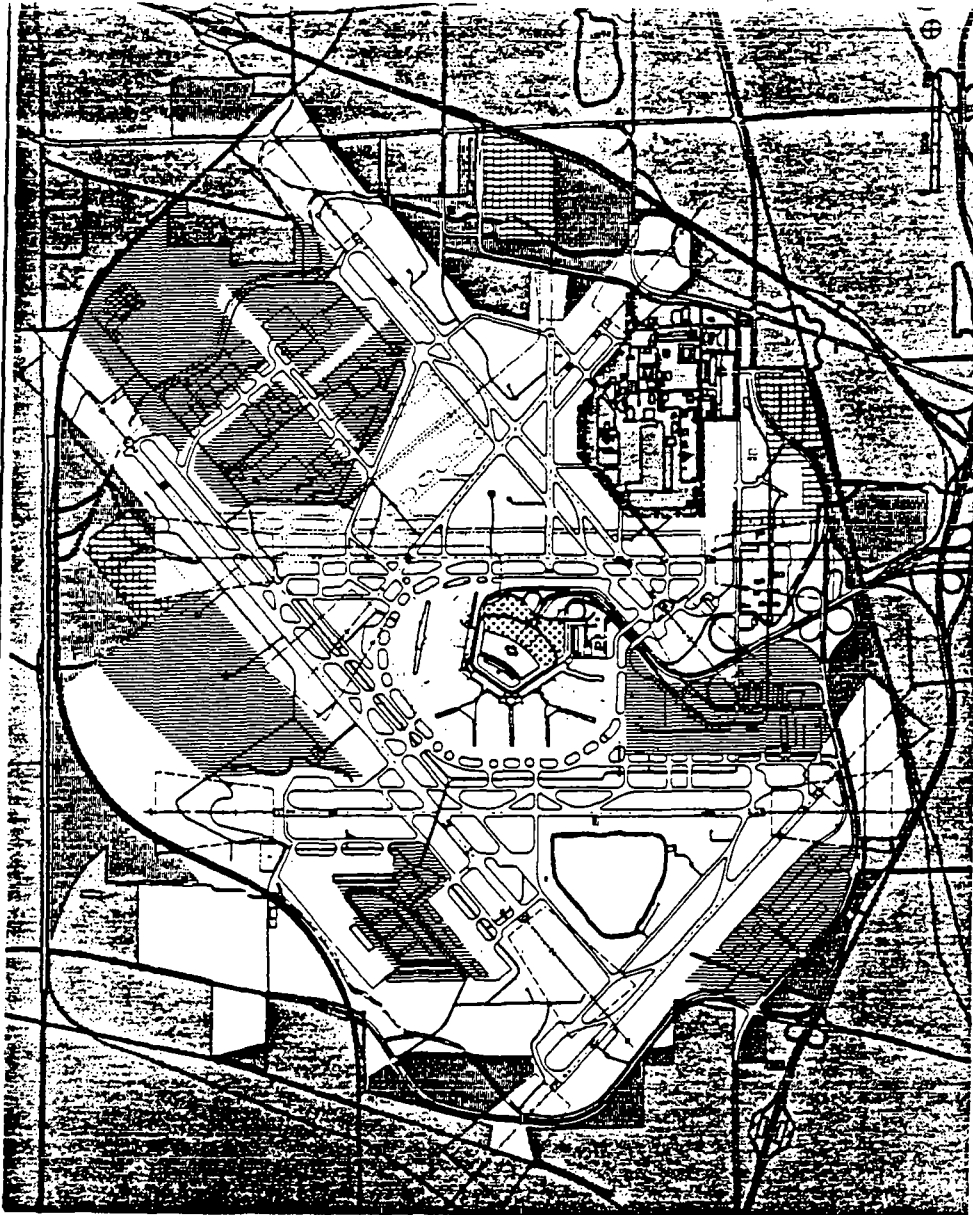
12.7.82

F3





TERMINAL SUPPORT AREA - PHASE III

CHARGE ASSOCIATES
LANDPLANNING & ARCHITECTURE
A Division of CH2M Hill

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago - James M. Byrne Mayor - Department of Public Works - Airport & Harbor Commission of Public Works



12.7.82

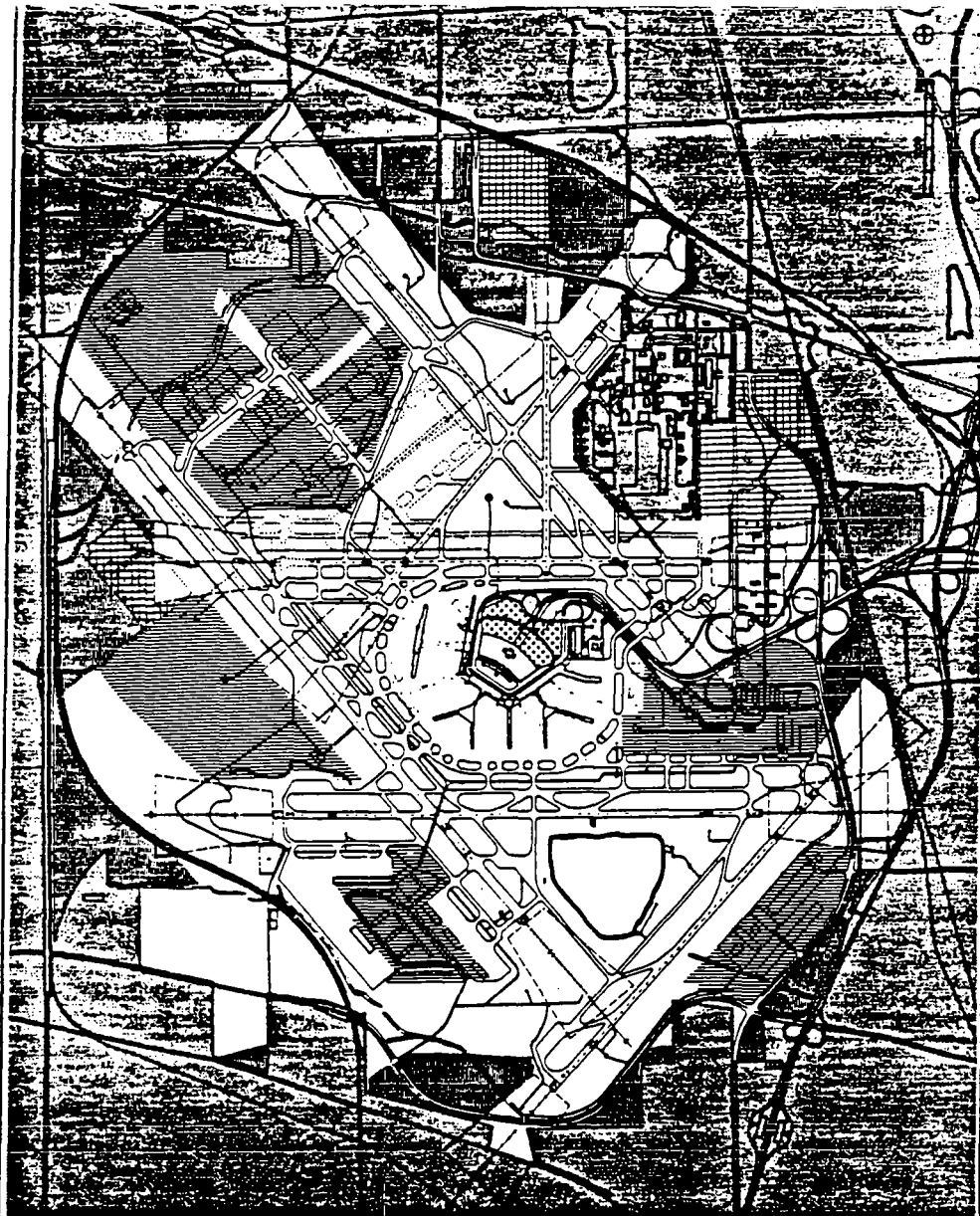
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-  Other Compatible Commercial/Industrial Land Use
-  Air Rights Development - Compatible Use
-  Central Parking Area Air Rights Development - Compatible Use

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 Jane M. Byrne Mayor
 Thomas R. Matlock, Commissioner of Aviation
 Joseph R. Baker, Commissioner of Public Works





CHICAGO ARCHITECTURAL CENTER
LANDPLAN & ZONING
 A Division of CH2M Hill

LAND SUPPORT AREA - PHASE I

Sheet **G**



12.7.82

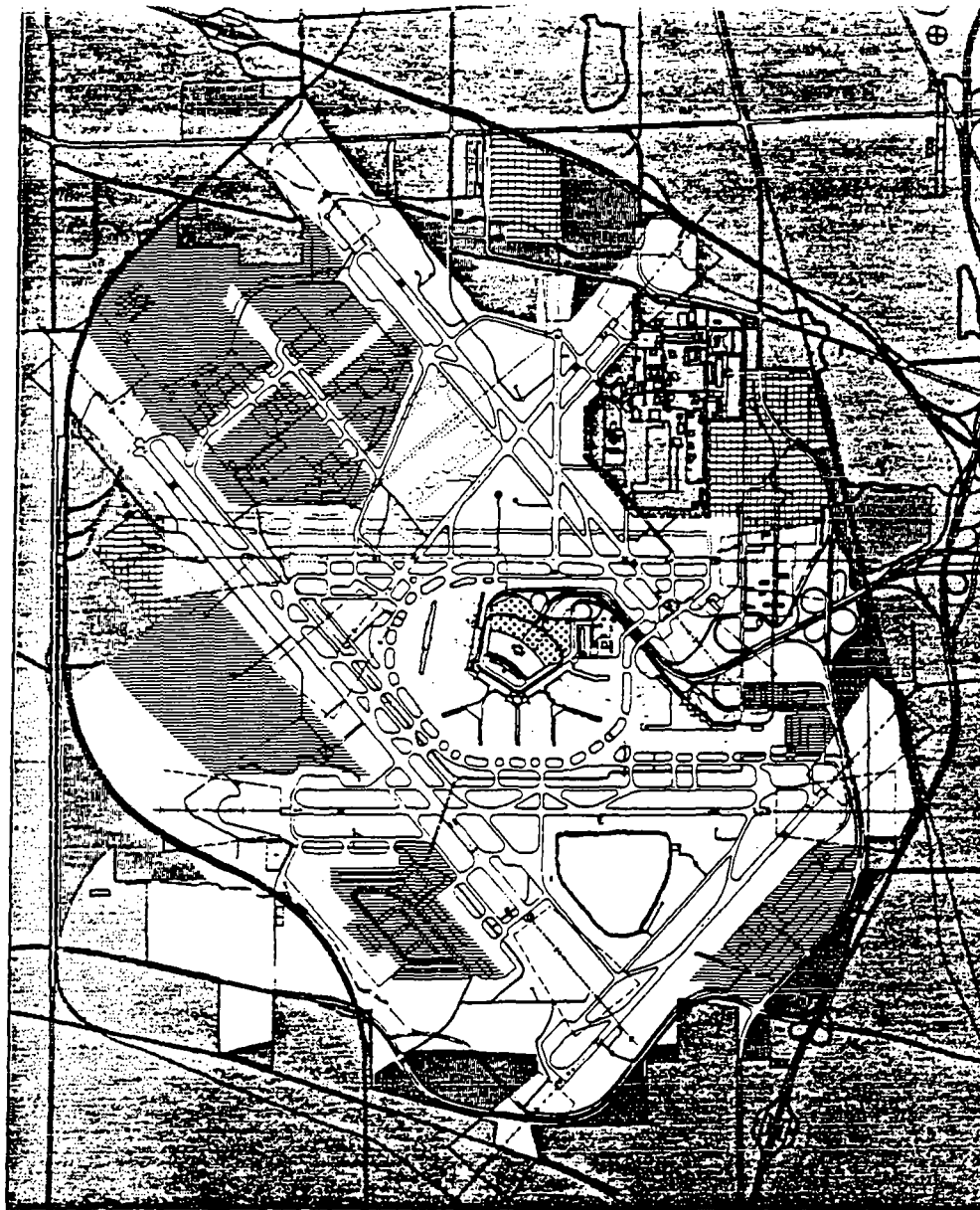
-  Aviation Related Land Use
-  Other Compatible Commercial / Industrial Land Use
-  Air Rights Development - Compatible Use
-  Central Parking Area Air Rights Development - Compatible Use

Sheet G2





LAND SUPPORT AREA - PHASE II

CHAPPEL ASSOCIATES
CONSULTANTS
LANDRUM & BROWN
ARCHITECTS

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago James M. Byrne Mayor Thomas R. Byrne Commissioner of Public Works
James R. Burke Commissioner of Public Works



12.7.82

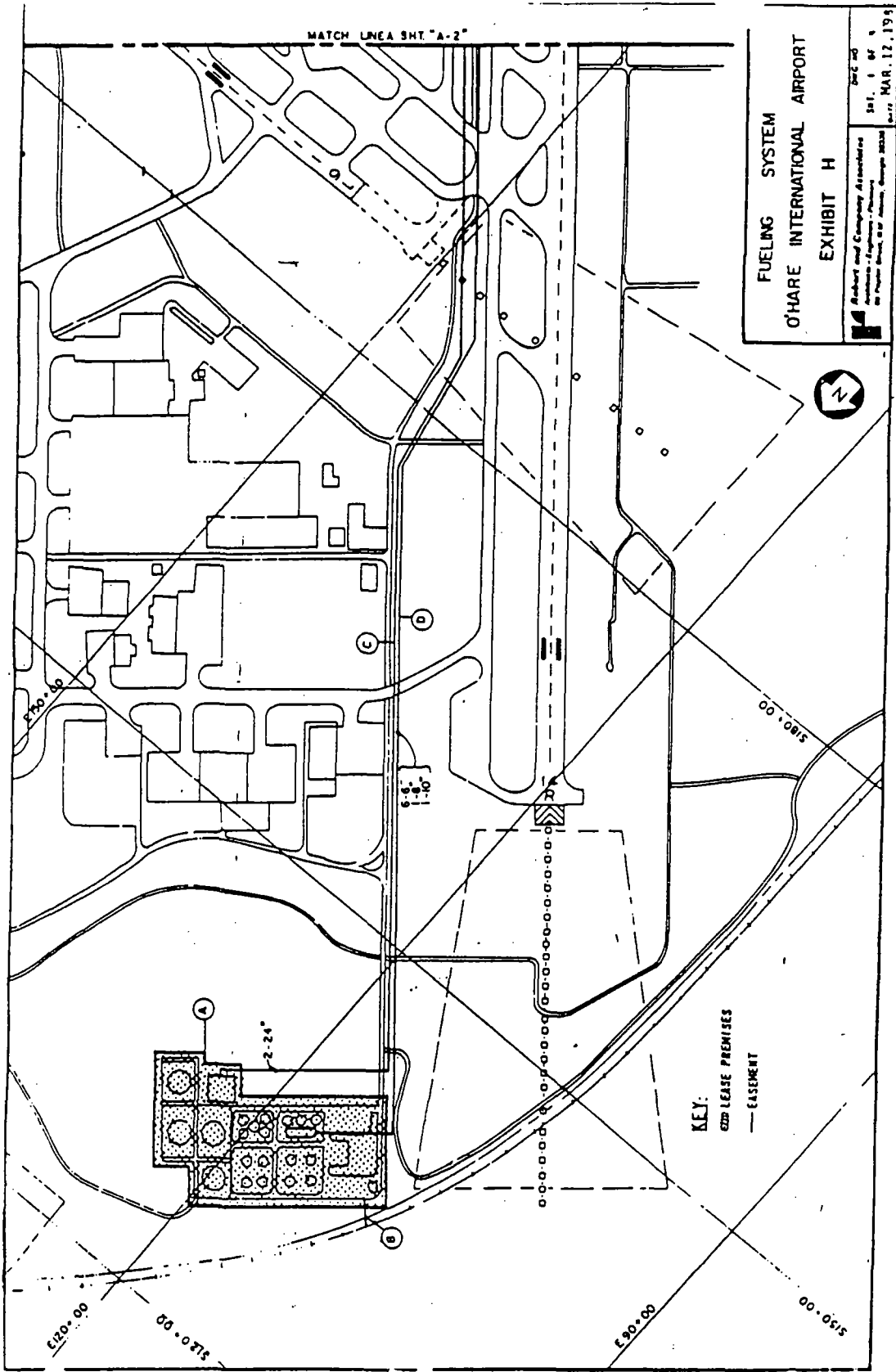
-  Aviation Related Land Use
-  Other Compatible Commercial / Industrial Land Use
-  Air Rights Development - Compatible Use
-  Central Parking Area Air Rights Development- Compatible Use

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 John M. Byrne, Mayor
 Thomas E. Spahn, Commissioner of Public Works
 Arthur R. Baker, Commissioner of Public Works

OT-LANE ASSOCIATES
 LAND PLANNING AND DESIGN
 1100 N. LAKE STREET
 CHICAGO, ILLINOIS 60610

LAND SUPPORT AREA - PHASE III

Sheet G3

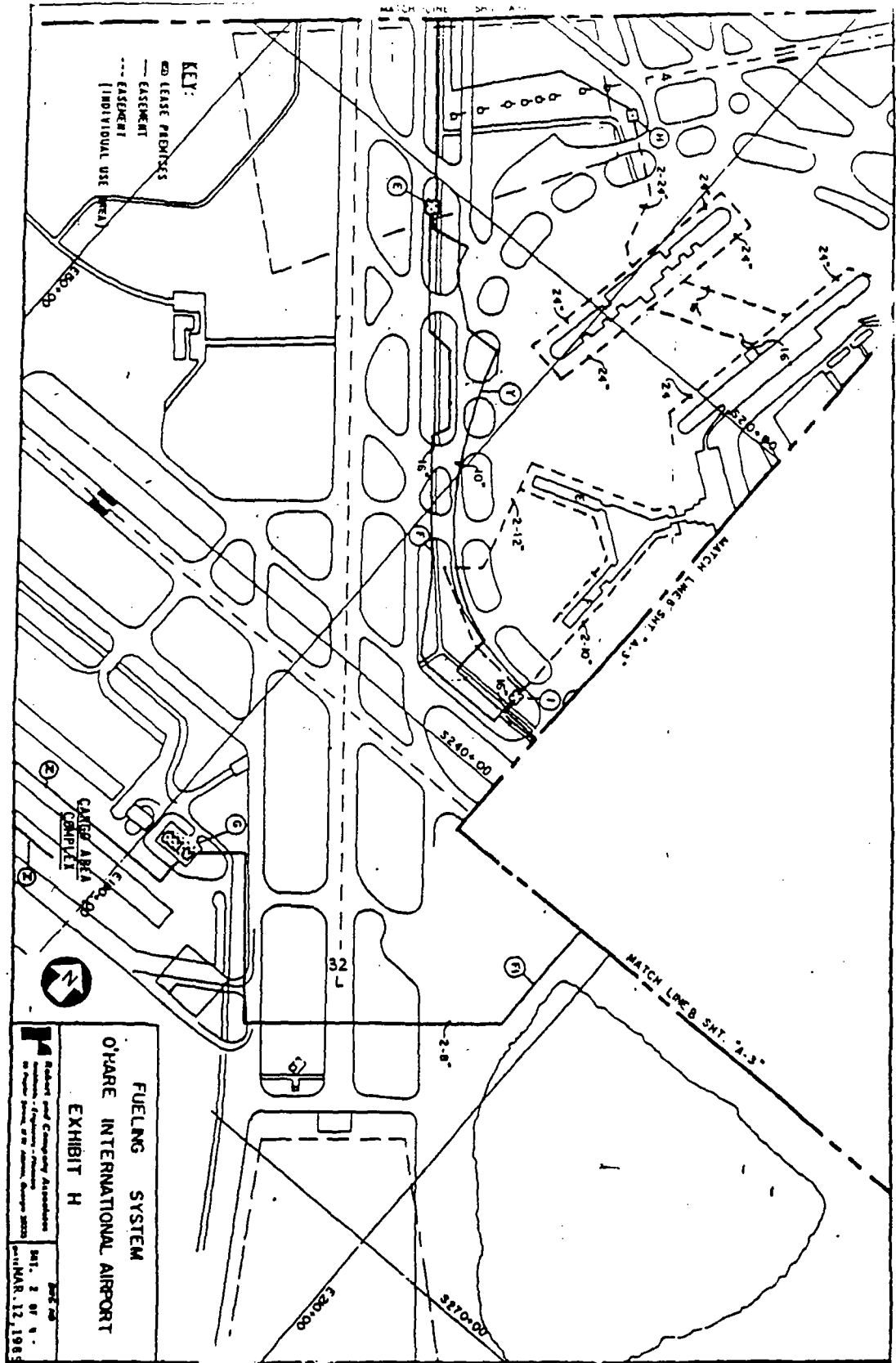


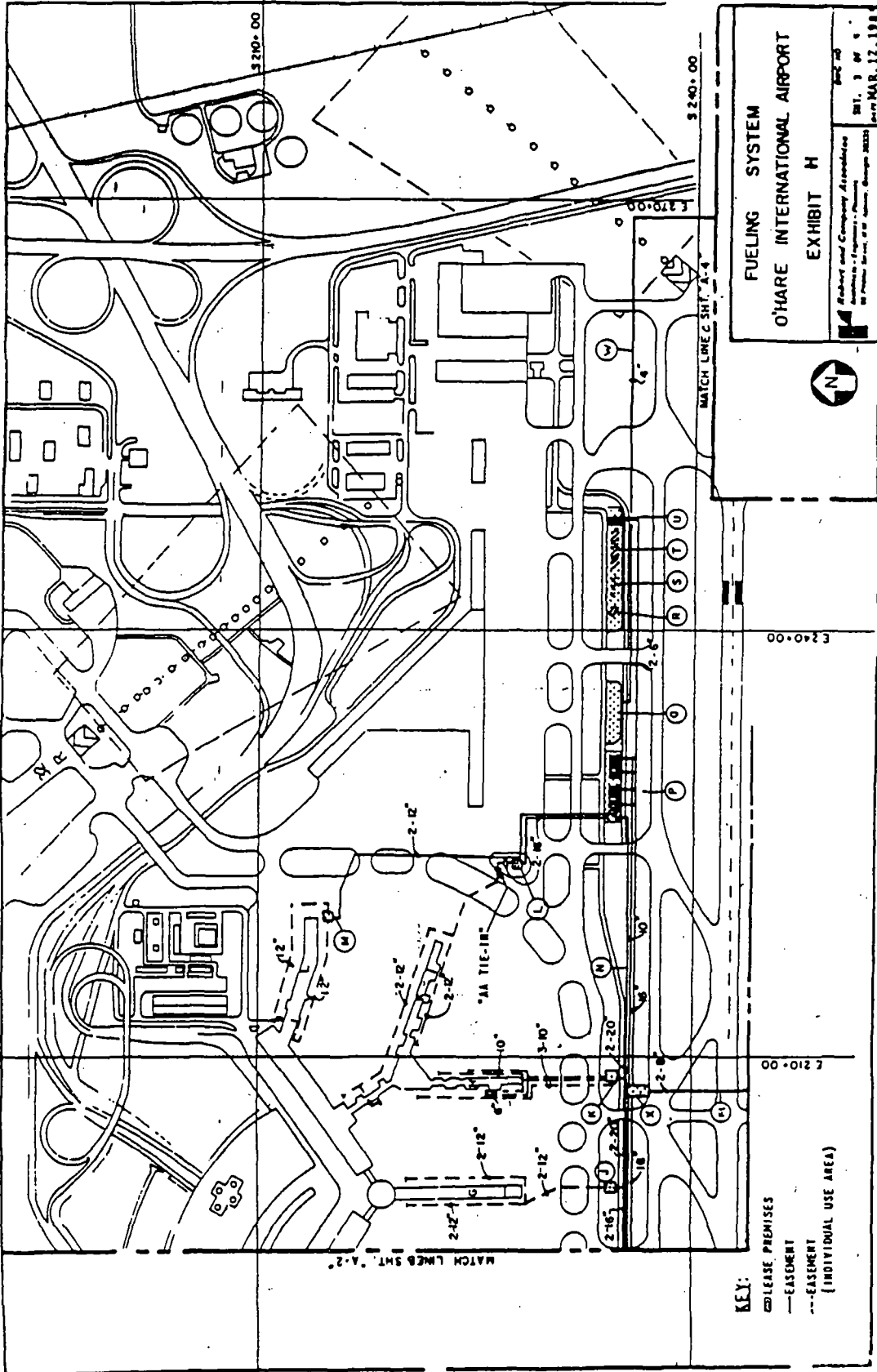
FUELING SYSTEM
 O'HARE INTERNATIONAL AIRPORT
 EXHIBIT H

Robert and Company Associates
 100 North Dearborn Street, Suite 1000
 Chicago, Illinois 60610

Sht. 1 of 3
 DATE: MAR. 12, 1989

KEY:
 GAS LEASE PREMISES
 EASEMENT



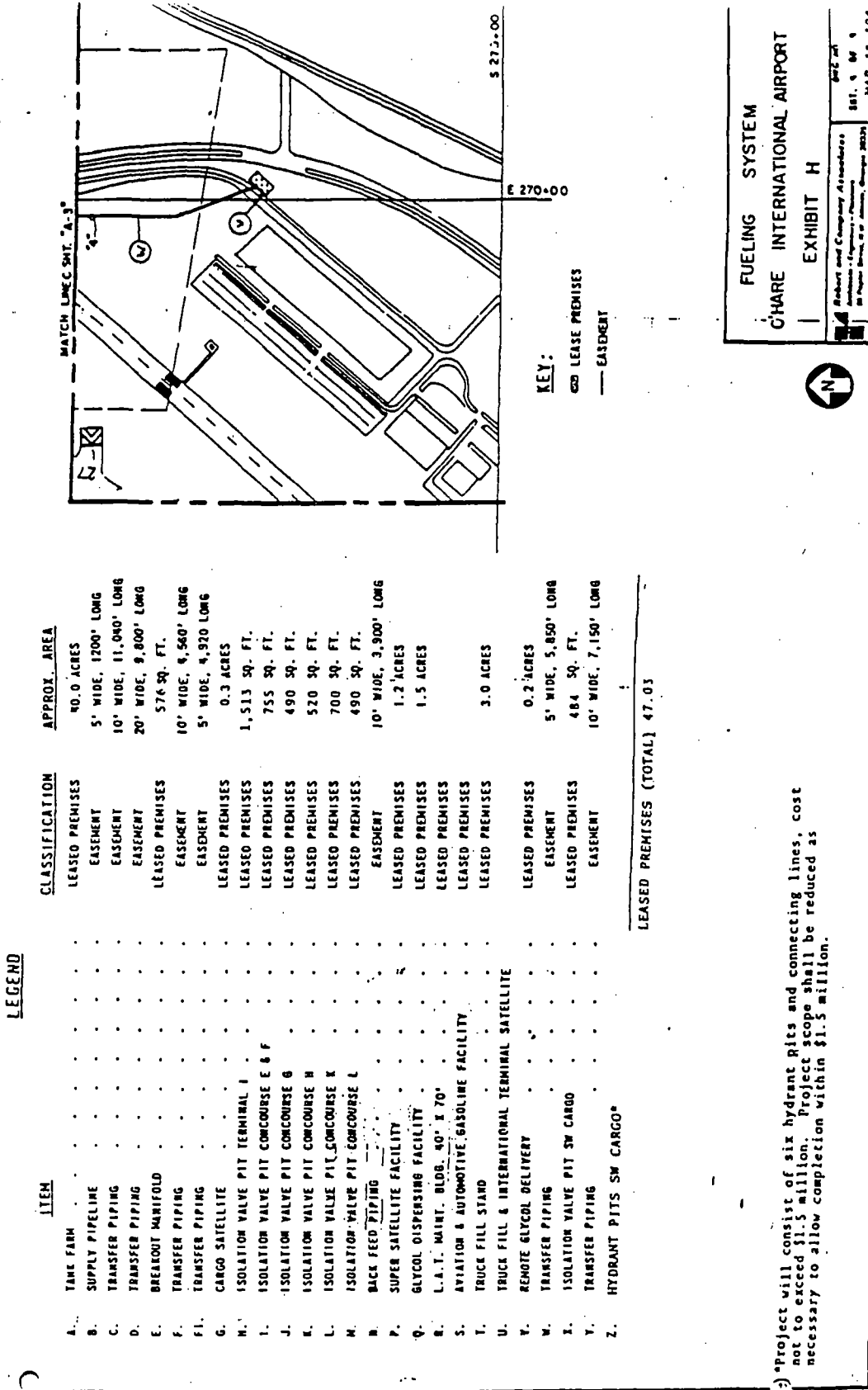


KEY:
 [Symbol] LEASE PREMISES
 --- EASEMENT
 [Symbol] EASEMENT
 (INDIVIDUAL USE AREA)



**FUELING SYSTEM
 O'HARE INTERNATIONAL AIRPORT
 EXHIBIT H**

Robert and Company Architects
 311 N. Dearborn St., Chicago, Illinois 60610
 311 N. Dearborn St.
 CHICAGO, ILL. 60610
 DATE: 3/27/90
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 12/12/88



*Project will consist of six hydrant pits and connecting lines, cost not to exceed \$1.5 million. Project scope shall be reduced as necessary to allow completion within \$1.5 million.

*Exhibit O.**Allocation Of Revenues.***Monthly Flow**

On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth below:

Semi-Annual Flow

On the business day of the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth below:

Revenue Fund*

1 Operation & Maintenance Fund **

2 Debt Service Fund* 1

3 Special Capital Projects Fund**

Debt Service Reserve Fund* 2

Operation & Maintenance Reserve Fund** 3

Maintenance Reserve Fund** 4

Emergency Reserve Fund** 5

Airport Development Fund** 6

Junior Lien Obligation 7
Debt Service Fund*

* Pursuant to Section 503 of the General Airport Revenue Bond Ordinance.

** Indicates funds credited in Airport Use Agreement and Terminal Facilities Lease.

TERMINAL BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82
PAGE 1 OF 4

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Basement	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Service Tunnels	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Fan Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Locker Rooms	Exposed Concrete		Concrete Block	Exposed Concrete Structure	HVAC	20 F.C.	As Required	
	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Bag Claim Lobby	Terrazzo		Pre-cast Concrete Panel w/ Exposed Aggregate & Exterior Glass	Metal Pan	HVAC	50 F.C.	As Required	
	Bag Claim Area	Terrazzo		Metal Partition	Metal Pan	HVAC	50 F.C.	Power to Claim Unit Distribution Panel	
	Bag Room	Structural Concrete & Concrete Fill		Concrete Panel	Exposed Concrete Structure	H & V	40 F.C.	Power to Suit Device Distribution Panel	
	Bag Service Office	Terrazzo	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
CLAIM LEVEL	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Concessions	Terrazzo	By Tenant	By Tenant	By Tenant	HVAC		By Tenant	

CONCOURSE BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82
PAGE 3 OF 4

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Tunnel	Exposed Concrete Structure		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete Structure		Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Realty Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	HVAC	10 F.C.	As Required	
RAMP LEVEL	Maintenance Shopp's	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	50 F.C.	As Required	
	Locker Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Toilet Rooms	Exposed Concrete	Glazed Block	Glazed Block	Cement Plaster	H & V	20 F.C.	As Required	
	Operations Offices	VAT	Glazed Block	Glazed Block	Metal Pan	HVAC	75 F.C.	As Required	
	Storage Areas	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	70 F.C.	As Required	
	Bag Room	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	40 F.C.	Power to Distribution Panel for Sort Equipment	As Required
CONCOURSE LEVEL	Concourse	Terrazzo	Metal	Plaster	Metal Pan	HVAC	25 F.C.	As Required	
	Hold Rooms	Terrazzo	Metal	Plaster	Metal Pan	HVAC	35 F.C.	As Required	
	Passenger Relations	Terrazzo	Metal	Plaster	Metal Pan	HVAC	25 F.C.	As Required	

**COMMITTEE ON BEAUTIFICATION
AND RECREATION.**

**ISSUANCE OF PERMITS FOR CARNIVALS, SIDEWALK SALES,
STREET CLOSINGS AND VARIOUS SPECIAL EVENTS.**

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having under consideration twenty-four (24) orders (which were referred on June 7, 1990) and one (1) order (which was referred on April 25, 1990 to the Committee on Traffic Control and Safety and re-referred to the Committee on Beautification and Recreation on June 7, 1990) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of sidewalk sales, carnivals, special events and street closings for specific purposes, begs leave to recommend that Your Honorable Body *Pass* said orders which are 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 Huels, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

CARNIVALS.

Neighborhood Boys Club.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Richard Brandon, Neighborhood Boys Club, for the conduct of a carnival on the private parking area of Active Electric Sales (3900 North Rockwell Street) beginning Thursday, June 14, 1990 at 6:00 A.M. (24 hours around the clock) until 11:00 P.M. Sunday, June 24, 1990.

Queen Of Angels Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Philip Dressler, Queen of Angels Church, 2330 West Sunnyside Avenue, for the conduct of a carnival on West Sunnyside Avenue, from 2400 west to 2432 west, beginning at 6:00 A.M. (24 hours around the clock) July 16, 1990 until 10:00 P.M. July 24, 1990.

SIDEWALK SALES.

Chicago Avenue Business Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Avenue Business Association, 755 North Ashland Avenue, for the conduct of a sidewalk sale on West Chicago Avenue (both sides) between North Wood Street and North Noble Street; and on North Ashland Avenue (both sides) between West Huron and West Fry Streets, for the period of July 12 through July 15, 1990, during the hours of 9:00 A.M and 6:00 P.M. each day.

Downtown Sports Club.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Downtown Sports Club, 441 North Wabash Avenue, for the conduct of a sidewalk fair on North Wabash Avenue, from 405 to 441, for the period of July 26 and 27, 1990, during the hours of 10:00 A.M. and 3:00 P.M. each day.

East Edgewater Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sheli Lulkin/East Edgewater Chamber of Commerce for the conduct of a sidewalk sale to be held on West Bryn Mawr Avenue, from North Winthrop Avenue to North Broadway, May 31, 1990 through June 2, 1990, during the hours of 9:00 A.M. until 7:00 P.M.

Lincoln Square Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Tim Graham/Lincoln Square Chamber of Commerce, 4756 North Lincoln Avenue for the conduct of a sidewalk sale on North Lincoln Avenue (both sides) from West Leland Avenue to West Ainslie Street; and North Western Avenue (both sides) from West Leland Avenue to West Ainslie Street on July 19, 1990 through July 22, 1990 during the hours of 9:00 A.M. to 9:00 P.M.

*Mount Greenwood Chamber Of Commerce/
Ms. Darlene Myers/Baron Shoes.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the issuance of permits to the Mount Greenwood Chamber of Commerce, Mrs. Darlene Myers Larson, Baron Shoes, 3101 West 111th Street, to conduct a sidewalk sale on both sides of West 111th Street, from South Sacramento Avenue to South Homan Avenue and on South Kedzie Avenue (both sides) from West 103rd Street to West 112th Place on July 27, 1990 and July 28, 1990 from 9:00 A.M. to 9:00 P.M.

Portage Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Portage Park Chamber of Commerce, 4921 West Irving Park Road, for the conduct of the Portage Park Chamber of Commerce annual sidewalk sale on North Cicero Avenue (both sides) from 3900 to 4300; North Milwaukee Avenue (both sides) from 3900 to 4300; and West Irving Park Road (both sides) from 4700 to 5300, for the period of July 26 -- 27, 1990, during the hours of 9:00 A.M. and 9:00 P.M. each day, and for the period of July 28 -- 29, 1990, during the hours of 9:00 A.M. to 6:00 P.M.

South Chicago Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the South Chicago Chamber of Commerce, 9204 South Commercial Avenue, Room 407, for the conduct of a sidewalk sale on South Commercial Avenue (both sides) between East 87th and East 92nd Streets, for the period of June 8 through June 10, 1990, during the hours of 8:00 A.M. and 8:30 P.M. each day.

Southwest Business Association.

Ordered, That the Commissioner of Public Works grant permission to the Southwest Business Association, Mr. Michael Olewinski, 2637 West 79th Street, to hold a sidewalk sale on June 22 and June 23, 1990 from 10:00 A.M. to 5:00 P.M. on South Kedzie Avenue, from 8100 to 8400 on the west side of the street and on the east side from 8200 to 8300.

63rd Street Growth Commission.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 63rd Street Growth Commission, 2358 West 63rd Street, for the conduct of a sidewalk sale on South Western Avenue (both sides) between West 63rd Street and West 64th Street; South Kedzie Avenue (both sides) between West 62nd Street and West 64th Street; and on West 63rd Street (both sides) between South Bell Avenue and

South Central Park Avenue, for the period of July 19, 20 and 21, 1990, during the hours of 9:00 A.M. and 9:00 P.M. each day.

STREET CLOSINGS.

Ashburn Baptist Church Vacation Bible School.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to prohibit traffic on the 3600 block of West 83rd Street from South Lawndale Avenue to Southwest Highway on July 9 through July 20, 1990, Monday through Friday, from 7:30 A.M. to 1:00 P.M. for Ashburn Baptist Church's Vacation Bible School, Pastor Charles R. Polcaster, Director of Departmental Ministries, 3647 West 82nd Street, Chicago, Illinois 60652.

Chicago River Serenade.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago River Serenade, 455 East Illinois Street, to close to traffic the westbound lanes of West Wacker Drive, between North Michigan Avenue and Columbus Drive, from 12:01 A.M. on Sunday, July 8 to 12:00 Midnight on Tuesday, July 10, 1990, for the conduct of the 1990 "Chicago River Serenade Salutes Major League Baseball and the All-Star Games".

Chinese Mutual Aid Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chinese Mutual Aid Association, 11 West Argyle Street, to close to traffic West Argyle Street, between North Sheridan Road and North Broadway, for the period of August 25 and 26, 1990, during the hours of 9:00 A.M. and 9:00 P.M., for the conduct of the 1990 Argyle Street Fest.

Department Of Cultural Affairs/City Of Chicago.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Department of Cultural Affairs/City of Chicago, 174 West Randolph Street, to close to traffic East Washington Street, between North Wabash and North Michigan Avenues on Saturday, July 7, 1990, during the hours of 8:00 A.M. and 12:00 Noon, for the conduct of the 10th anniversary of the City Child in Summer Program.

Mexican Fine Arts Center Museum.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mexican Fine Arts Center Museum, 1852 West 19th Street, to close to traffic West 19th Street, between South Wood Street and South Wolcott Avenue from 6:00 A.M. on Friday, June 8, to 12:00 Noon on Saturday, June 9, 1990, to host a reception for the opening of a new art exhibit and grand opening of the west wing.

Saint Procopius Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Procopius Church, 1641 South Allport Street, to close to traffic South Allport Street, between West 16th and West 18th Streets on Saturday, June 23, 1990 from 12:00 Noon to 11:00 P.M.; and on Sunday, June 24, 1990 from 10:00 A.M. to 10:00 P.M., for the conduct of the Third Annual "Kermesse" Street Fair.

South Chicago Organized For People's Efforts.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the South Chicago Organized for People's Efforts, 9000 South Buffalo Avenue, to close to traffic East 90th Street, between South Mackinaw and South Burley Avenues; and South Buffalo Avenue, between East 89th and East 91st Streets, from 7:00

A.M. on Friday, July 20, to 12:00 Midnight on Sunday, July 22, 1990 (rain dates July 27 through July 29, 1990), for the conduct of the S.C.O.P.E. Community Organization 7th Annual Community Festival.

Mr. Sylvester Washington.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sylvester Washington, 507 West 111th Street, to close to traffic South Halsted Street, between West 103rd Street and West 107th Street, for the conduct of the Neighborhood Youth Festival, from 12:00 Noon on August 21 to 3:00 P.M. on August 27, 1990.

West Andersonville Flea Market And Street Fair.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to close to traffic North Paulina Street, between West Foster and West Balmoral Avenues; West Berwyn Avenue, from the first alley east of North Paulina Street to the first alley west of North Paulina Street; and West Summerdale Avenue, from the first alley east of North Paulina Street to the first alley west of North Paulina Street, for the conduct of the West Andersonville Flea Market and Street Fair, from 12:01 P.M. on Friday, August 24, 1990 to 6:00 P.M. on Saturday, August 25, 1990.

SPECIAL EVENTS.

*Goose Island Brewery.
(Mary Mullenix Hackett Benefit Fundraiser)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Goose Island Brewery, 1800 North Clybourn Avenue, for the conduct of the Mary Mullenix Hackett Fundraiser on North Marcey Street, from West Willow Street to West Wisconsin Street, June 29, 1990 during the hours of 7:00 A.M. until 11:00 P.M.

Mars Hill School.
(School Picnic)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mars Hill School for the conduct of a school picnic on West Lake Street, from North Mayfield Avenue (5900 west) to North Austin Boulevard (6000 west) on Friday, May 26, 1990 during the hours of 10:00 A.M. until 2:00 P.M.

Ms. Sarah Martin.
(Lot Sale)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ms. Sarah Martin, 510 East 79th Street, for the conduct of a permitted lot sale at 510 East 79th Street, June 9, 1990 from 10:00 A.M. to 5:00 P.M.

Saint Pius Church.
(Street Party)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Father Dahn/Saint Pius Church, 1919 South Ashland Avenue, for the conduct of a street party on West Cullerton Street, from 1541 to 1560, on June 1, 1990 from 4:00 P.M. to 11:00 P.M.; June 2, 1990 from 12:00 Noon to 11:00 P.M., and June 3, 1990 from 10:00 A.M. to 11:00 P.M.

Reverend Isaad Williams.
(Annual Block Party)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Isaad Williams, 4440 West Fulton Street, for the conduct of

the annual block party on West Fulton Street, from North Kostner Avenue to North Kilbourn Avenue, August 18 and 19, 1990 during the hours of 8:00 A.M. to 7:00 P.M.

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

**EXECUTION OF AGREEMENT WITH NEIGHBORHOOD HOUSING
SERVICES OF CHICAGO, INCORPORATED RELATING
TO CHICAGO UNITED/NEIGHBORHOOD
PARTNERSHIP PROGRAM.**

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

CHICAGO, June 27, 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 execution of an agreement between the City of Chicago and Neighborhood Housing Services of Chicago, Incorporated relating to the Chicago United/Neighborhood Partnership 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The federal government has established a Community Development Block Grant Program in order to provide urban areas funds to improve City services; and

WHEREAS, Pursuant to the Year XV Community Development Block Grant Ordinance passed by City Council on November 3, 1988 (Council Journal of Proceedings, pages 21743 to 21942) (Year XV C.D.B.G.) and the Year XVI Community Development Block Grant Ordinance passed by City Council on December 6, 1989 (Council Journal of Proceedings, pages 9227 to 9313) (Year XVI C.D.B.G.), the City of Chicago has been allocated certain funds for the improvement of City services; and

WHEREAS, The City of Chicago acting by and through its Department of Housing has created a program called the Chicago United/Neighborhood Partnership Program ("Program"), to provide for housing rehabilitation loans within a targeted area; and

WHEREAS, The Department of Housing has been allocated certain funds from Year XV and Year XVI C.D.B.G. for the development of the Program; and

WHEREAS, Neighborhood Housing Services of Chicago, Incorporated ("Contractor") was recommended by the Sole Source Review Board of the City's Department of Purchasing as the best private housing agency in Chicago who could coordinate the program efforts and ensure the timeliness of program completion and success; and

WHEREAS, Contractor is ready, willing and able to provide those services to the City which would allow it to implement a program that would improve the range of housing alternatives for City residents; and

WHEREAS, The cost of implementing such a program is approximately \$300,000.00; and

WHEREAS, Section 6 of Year XV and Year XVI C.D.B.G. provides that the award of any contract or grant over \$50,000.00 in any program category, project, or activity which is not included by specific designation in the Year XV or XVI C.D.B.G. Ordinance shall be subject to review and approval by the City of Chicago City Council; and

WHEREAS, The Program set forth hereinabove has not been included by specific designation in the Year XV or Year XVI C.D.B.G. Ordinance; now, therefore,

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

SECTION 1. The City Council hereby has reviewed the proposed award of a contract between the City of Chicago and Neighborhood Housing Services of Chicago, Incorporated and approves the award of such contract attached herein as Exhibit I.

SECTION 2. This ordinance shall take immediate effect upon its passage and approval.

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

Exhibit I.

Contract.

(CD)

This Agreement, entered into this 1st day of April, 1990, by and between the City of Chicago, an Illinois home rule municipal corporation, acting through its Department of Housing, (hereinafter referred to as "City"), and Neighborhood Housing Services of Chicago, Incorporated (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, The City has entered into a Contract with the United States of America for a grant for the provision of housing, economic development, community facilities and services, pursuant to the Housing and Community Development Act of 1974; and

Whereas, The City desires to engage the Contractor to render certain services in connection therewith; and

Whereas, The Contractor is able and desirous of performing the services required by the City under the terms and conditions herein set forth;

Now, Therefore, In consideration of the terms and conditions herein set forth, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall, in a satisfactory and proper manner, as determined by the City, perform all services set forth in the Work Program and Budget

attached hereto and any and all additional services as required by the City relative to Community Development Program requirements.

2. Time of Performance. Contractor's services shall commence on April 1, 1990 and shall continue thereafter until March 31, 1991.

3. Compensation and Method of Payment:

A. Compensation. The Contractor shall be compensated on a reimbursement basis for services performed and costs expended hereunder pursuant to the Budget set forth as part of the Chicago United/Neighborhood Partnership Program.

It is the intent of the parties to this Agreement that all reimbursement by the City shall be for money actually expended by the Contractor within the terms of the Budget. Reimbursement will be made only for actual costs incurred within the terms of the Budget.

B. Method of Payment. City agrees to pay Contractor an amount not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000) which shall constitute full and complete compensation for all the Contractor's services under this Agreement. The City shall make payment under this Agreement upon presentation of requisitions for reimbursement by the Contractor, once each month (or at other intervals as determined by the City), in such form and detail as required by the City. The requisition for reimbursement shall be supported by documents required by the City as to expenditures incurred by the Contractor in the performance of this Agreement and claimed to constitute allowable cost. The support documents must indicate the disposition of the amount requested on a form provided by the City.

C. Salvage. The City shall have the right, after periodic review of level of spending under this Agreement, and upon written notice to the Contractor, to reduce the maximum compensation payable hereunder, by virtue of the reduction of one or more line items appearing in the Budget attached hereto. Reductions, as provided in this paragraph, will be made by written notice to the Contractor, anything contained in this Agreement or any prior oral or written agreements to the contrary notwithstanding.

4. Fund Chargable. Expenditures under this Contract shall be payable from Fund Nos. 382-21-2005-2575 and 325-21-2005-2575.

5. Notice. Notices and communications under this Contract shall be sent first class prepaid mail, to the City addressed to: Michael F. Schubert, Commissioner, City of Chicago, Department of Housing, 318 South Michigan Avenue, Chicago, Illinois 60604 and to the Contractor addressed to: Bruce A. Gottschall, Executive Director, Neighborhood Housing Services of Chicago, Incorporated, 747 North May Street, Chicago, Illinois 60622.

Said notices and communications shall be deemed received when mailed.

6. Data to be furnished to the Contractor. All information, data reports, records and maps as are existing, available and necessary for the carrying out of the work as outlined in the attached Work Program and Budget, shall be furnished to the Contractor, without charge, by the City, and the latter shall cooperate with the Contractor in the carrying out of the work. All documents, data, and reports are deemed confidential and, as such, shall not be made available to any individual or organization without the prior written approval of the City.

7. Identification of Documents. All reports, maps, and other documents completed as part of this Contract, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of preparation, name of the Project or portion thereof, and the following notation covering federal assistance:

The preparation of this (report, map, document, etc.) was financed in part through a grant, pursuant to the Housing and Community Development Act of 1974, and is part of Chicago's Department of Housing Program.

8. Terms and Conditions. This Agreement is subject to and incorporates the Work Program and Budget attached hereto, and made a part hereof and in addition thereto, the provisions of Part II, General Conditions for Personal Services Contract, attached hereto. The Contractor agrees to comply with all applicable federal, state, and city legislation, administrative guidelines, and rules and regulations.

Any donations, fees, tuition charges or other similar charges collected as a result of operating this project shall be deducted from the total cost of the project.

The allowable costs of this project are the costs determined and set forth in the Budget attached to this Agreement and made a part hereof, the cost to be reimbursed shall be the actual costs established by the Contractor in the performance of this Agreement as determined by the City to be allowable under the criteria of allowable costs established by the Agreement references in the above.

All property furnished by the City or specifically authorized in writing to be purchased and such cost to be reimbursed under the terms and conditions of this Agreement (i.e. all purchased property valued in excess of \$50) shall revert to the City and will be disposed of only as directed in writing by the City. Contractor shall obtain, at City's expense, a policy of insurance covering fire, theft, etc., as required by the City on the aforementioned property, with the City named as an additional party insured.

All persons hired as a direct result of the Department of Housing Projects will be released, at and for times as determined by the Department of Housing in order to attend Orientation Sessions.

9. Entire Agreement. This Agreement contains arrangements between the parties with respect to its subject matter, and cannot be modified or terminated orally. No modification or any claim of waiver of any of the provisions shall be effective unless in writing and signed by both parties.

10. Authority. This Agreement is entered into in accordance with and is subject to the provisions of the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

11. Department Of Housing Requirements:

A. Advances. The City may advance up to a maximum of forty-five (45) days of the budget amount to the Contractor at the commencement of the Agreement in order to compensate for start-up costs.

B. Liquidation of Advances. The City shall liquidate the advance in equal amounts over the last four (4) months of the contractual period. The Contractor shall pay a total of twenty-five percent (25%) of the advance amount each month.

C. Disallowance of Vouchers. Expenditures will not be honored for reimbursement requests submitted later than forty-five (45) days after this Agreement terminates. Furthermore, expenditures disallowed on a prior submission will be reconsidered for reimbursement only if submitted within sixty (60) days after this Agreement terminates as indicated on page 1, paragraph 2.

D. Reports. Contractor shall be required to submit regular Community Development monthly and quarterly narrative, progress, and fiscal reports on forms furnished by the City. These reports shall be due on the 5th day of the following month, and no later.

At such time and in such forms as the City may require, Contractor shall furnish the City such statements, records, data and information, as the City may request pertaining to matters covered by this Agreement. These shall include, but not be limited to, the following: 1) list of current board members with home addresses of the board president and secretary (this list shall be updated whenever a change occurs); 2) copy of I.R.S. ruling granting tax exempt status; 3) copy of latest independent annual audit statement; 4) copies of all required fiscal reports filed with the appropriate federal and state agencies; and 5) copies of paid receipts for latest tax returns.

E. Cancellation. In the event of the Contractor's breach of any condition or provision hereof, or whenever its deemed to be in the best interest of the City, the City shall have the right to terminate or cancel this Agreement, upon five (5) days written notice to the Contractor, without prejudice to any other right or remedies of the City. The City shall have the benefit of such work as may have been completed by the Contractor up to the time of such termination or cancellation.

F. Third Party Contracts. No third party contracts or subcontracts shall be entered into under this Agreement without prior review and written approval from the City.

The City requires that all third party subcontracts under this Agreement be awarded to the lowest responsible bidder based upon competitive bids from a minimum of at least three (3) bidders. Any deviation contemplated by the Contractor from this procedure shall be explained to the City in writing.

G. Program Income. Income generated by the Contractor from either the sale or rental of rehabilitated property or any related programmatic activity shall be accounted for by the Contractor in a timely and reasonable manner. The income generated by the Contractor from the sale or rental of rehabilitated property or any related programmatic activity shall be used to support said Community Development Program unless specifically requested by the City to be refunded for reallocation to other Community Development Programs.

H. Audits. At any time during normal business hours, and as often as the City may deem necessary, the Contractor shall make available to the City for examination all matters covered by this Agreement and will permit the City to audit, examine and make excerpts or transcripts from such records, payrolls, or personnel conditions of employment, and other data related to all matters covered by this Agreement.

I. Environmental Review. H.U.D. regulations prohibit the start of any project included in or added to the annual C.D.B.G. program prior to the certified completion of the environmental review procedures as stipulated in the grant approval.

For each individual loan application and site-specific project, the Contractor must submit to the Department of Housing the appropriate information for environmental review clearance prior to any action being taken. The Contractor shall not proceed on any loan application or site-specific project until the Department of Housing notifies the Contractor on environmental clearance certification.

In Witness Whereof, City and Contractor have executed the Contract as of the date first above written.

City Of Chicago

Recommended

By: _____
Mayor

(Signed) Jennifer Miller for
Commissioner

Purchasing Agent

Comptroller

Approved as to Form and Legality

(Signed) _____
Assistant Corporation
Counsel

Contractor:

Neighborhood Housing Services
of Chicago, Incorporated

(Signed) Wilma J. Sutton
President

Attest:

(Signed) Joseph A. Palos
Secretary

Subscribed and sworn to before me as
on this 14th day of May, 1990.

23-744-3009
Employer I.D. Number

Estelle Moss
Notary Public

My Commission Expires: _____

[Official Seal
Estelle Moss
Notary Public, State of Illinois
My Commission Exp. Nov. 18, 1990]

[Part II -- General Conditions for Personal Services Contract and
Work Program and Budget omitted for printing purposes
but on file and available for public inspection
in the Office of the City Clerk.]

EXECUTION OF AGREEMENT WITH CHICAGO URBAN
LEAGUE RELATING TO FAIR HOUSING
COUNSELING PROGRAM.

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

CHICAGO, June 27, 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 execution of an Agreement relating to the Fair Housing Counseling Program between the City of Chicago and the Chicago Urban League, in the amount of \$60,000.00, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The federal government has established a Community Development Block Grant Program in order to provide urban areas funds to improve City services; and

WHEREAS, Pursuant to the Year XVI Community Development Block Grant Ordinance passed by City Council on December 6, 1989 (Council Journal of Proceedings pages 9222 to 9313) (Year XVI C.D.B.G.) the City of Chicago has been allocated certain funds for the improvement of City Services; and

WHEREAS, The City of Chicago acting by and through its Department of Housing has created a program called the Fair Housing Counseling Program ("Program"), to provide for comprehensive counseling services to community groups in order to broaden the range of housing alternatives; and

WHEREAS, The Department of Housing has been allocated certain funds from Year XVI C.D.B.G. for the development of the Program; and

WHEREAS, The Chicago Urban League ("Contractor") was recommended by the Sole Source Review Board of the City's Department of Purchasing as one of three community organizations certified by the federal Department of Housing and Urban Development to provide fair housing counseling services to Chicago area residents; and

WHEREAS, Contractor is ready, willing and able to provide those services to the City which would allow it to implement a program that would broaden the range of housing alternatives for City residents; and

WHEREAS, The cost of implementing such program is approximately \$60,000.00; and

WHEREAS, Section 6 of Year XVI C.D.B.G. provides that the award of any contract or grant over \$50,000.00 in any program category, project, or activity which is not included by specific designation in the Year XVI C.D.B.G. ordinance shall be subject to review and approval by the City of Chicago City Council; and

WHEREAS, The Program set forth hereinabove has not been included by specific designation in the Year XVI C.D.B.G. ordinance; now, therefore,

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

SECTION 1. The City Council hereby has reviewed the proposed award of a contract between the City of Chicago and the Chicago Urban League and approves the award of such contract attached herein as Exhibit I.

SECTION 2. This ordinance shall take effect upon its passage and approval.

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

Exhibit I.

City Of Chicago

Department Of Housing

Technical-Professional Services.

Part I -- Agreement.

This Agreement, Entered Into This First Day Of January, 1990, by and between the City of Chicago, a municipal corporation of the State of Illinois, acting through its Department of Housing (hereinafter referred to as "City"), and Chicago Urban League (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, The City has entered into a Contract with the United States of America for a grant for the provision of housing, economic development, community facilities and services, pursuant to the Housing and Community Development Act of 1974; and

Whereas, The City desires to engage the Contractor to render certain services in connection therewith;

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

I. Scope Of Services.

Chicago Urban League agrees to undertake the following task:

Provide Comprehensive Housing Counseling to residents within the City of Chicago. Citywide. The counseling services provided will include:

- A. Pre-Purchase
- B. Default
- C. Mortgage Assignment
- D. Rental
- E. Home Maintenance
- F. Tenant/Landlord Problems

Services will also include homeowner/tenant referrals and homeowner/tenant workshops.

II. Compensation.

It is agreed and understood that the City will pay Chicago Urban League for services performed for a total amount not to exceed Sixty Thousand Dollars (\$60,000.00). Chicago Urban League will submit monthly invoices detailing a list of services performed. Payment will be made in full on a basis of approved and supporting papers. Charges for services will be in accordance with the following:

Hourly Rate

Senior Housing Specialist

\$45.74

III. Time Of Services.

The services of the Contractor are to commence on January 1, 1990 and will terminate on December 31, 1990. However, the City shall have the privilege of extending the same for additional periods on the same terms and conditions.

IV. Notice.

All notices and communication required hereunder should be sent pre-paid first class mail to Chicago Urban League, 4510 South Michigan Avenue, Chicago, Illinois 60653 and to Commissioner Michael F. Schubert, Department of Housing, 318 South Michigan Avenue, 7th Floor, Chicago, Illinois 60604. All communications to the Contractor shall be deemed received when mailed.

V. Funds Chargeable.

Payment hereunder shall be made from fund number: 325-21-2550-0140-0140-2550.

VI. Terms And Conditions.

This contract is subject to and incorporates the provisions attached hereto as Part II -- Terms and Conditions. Pages 14 to 18 of Part II do not apply to this Contract and are hereby deleted.

In Witness Whereof, City and Contractor have executed this Contract as of the date first above written.

City Of Chicago

By: _____

Mayor

(Signed) Jennifer Miller
Commissioner

Acting Purchasing Agent

City Comptroller

Approved As To Form And Legality

(Signed) _____
Assistant Corporation
Counsel

(Signed) James W. Compton
President

Attest:

(Signed) _____
Secretary

Subscribed and sworn to before me as
of this 27th day of February, 1990.

36-2225483
Federal I.D. Number

(Signed) Willa M. Brown
Notary Public

My Commission Expires: _____

[Official Seal
Willa M. Brown
Notary Public, State of Illinois
My Commission Exp. Mar. 10, 1992]

[Part II -- General Conditions for Personal Services Contract
omitted for printing purposes but on file and available
for public inspection in the Office
of the City Clerk.]

EXECUTION OF AGREEMENT WITH ASSOCIATION HOUSE
OF CHICAGO RELATING TO FAIR HOUSING
COUNSELING PROGRAM.

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

CHICAGO, June 27, 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 execution of an agreement relating to the Fair Housing Counseling Program between the City of Chicago and the Association House of Chicago, in the amount of \$60,000.00, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The federal government has established a Community Development Block Grant Program in order to provide urban areas with funds to improve City services; and

WHEREAS, Pursuant to the Year XVI Community Development Block Grant Ordinance passed by City Council on December 6, 1989 (Council Journal pages 9222 to 9313) (Year XVI C.D.B.G.), the City of Chicago has been allocated certain funds for the improvement of City Services; and

WHEREAS, The City of Chicago acting by and through its Department of Housing has created a program called the Fair Housing Counseling Program ("Program"), to provide for comprehensive counseling services to community groups in order to broaden the range of housing alternatives; and

WHEREAS, The Department of Housing has been allocated certain funds from Year XVI C.D.B.G. for the development of the Program; and

WHEREAS, The Association House of Chicago ("Contractor") was recommended by the Sole Source Review Board of the City's Department of Purchasing as one of three community organizations certified by the federal Department of Housing and Urban Development to provide fair housing counseling services to Chicago area residents; and

WHEREAS, Contractor is ready, willing and able to provide those services to the City which would allow it to implement a program that would broaden the range of housing alternatives for City residents; and

WHEREAS, The cost of implementing such program is approximately \$60,000.00; and

WHEREAS, Section 6 of Year XVI C.D.B.G. provides that the award of any contract or grant over \$50,000.00 in any program category, project, or activity which is not included by specific designation in the Year XVI C.D.B.G. ordinance shall be subject to review and approval by the City of Chicago City Council; and

WHEREAS, The Program set forth hereinabove has not been included by specific designation in the Year XVI C.D.B.G. ordinance; now, therefore,

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

SECTION 1. That the City Council hereby has reviewed the proposed award of a contract between the City of Chicago and the Association House of Chicago and approves the award of such contract attached herein as Exhibit I.

SECTION 2. This ordinance shall take immediate effect upon its passage and approval.

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

Exhibit I.

City Of Chicago.

Department Of Housing

Technical-Professional Services.

Part I -- Agreement.

This Agreement, Entered Into This First Day Of January, 1990, by and between the City of Chicago, a municipal corporation of the State of Illinois, acting through its Department of Housing (hereinafter referred to as "City"), and Association House of Chicago (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, The City has entered into a Contract with the United States of America for a grant for the provision of housing, economic development, community facilities and services, pursuant to the Housing and Community Development Act of 1974; and

Whereas, The City desires to engage the Contractor to render certain services in connection therewith;

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

I. Scope Of Services.

Association House of Chicago agrees to undertake the following task:

Provide Comprehensive Housing Counseling to residents within the City of Chicago which includes zip codes 12, 14, 18, 22, 24, 35, 39, 41, 44, 47, 51. The counseling services provided will include:

- A. Pre-Purchase
- B. Default
- C. Mortgage Assignment
- D. Rental
- E. Home Maintenance
- F. Financial Management
- G. Tenant/Landlord Problems

Services will also include homeowner/tenant referrals and homeowner/tenant workshops.

II. Compensation.

It is agreed and understood that the City will pay Association House of Chicago for services performed for a total amount not to exceed Sixty Thousand Dollars (\$60,000.00). Association House of Chicago will submit monthly invoices detailing a list of services performed. Payment will be made in full on the basis of approved and supporting papers. Charges for services will be in accordance with the following:

Hourly Rate

Director

\$14.07

Housing Counselor

\$12.06

III. Time Of Services.

The services of the Contractor are to commence on January 1, 1990 and will terminate on December 31, 1990. However, the City shall have the privilege of extending the same for additional periods on the same terms and conditions.

IV. Notice.

All notices and communication required hereunder should be sent pre-paid first class mail to Association House of Chicago, 2150 West North Avenue, Chicago, Illinois 60647 and to Commissioner Michael F. Schubert, Department of Housing, 318 South Michigan Avenue, 7th Floor, Chicago, Illinois 60604. All communications to the Contractor shall be deemed received when mailed.

V. Funds Chargeable.

Payment hereunder shall be made from fund number: 325-21-2550- 0140-0140-2550.

VI. Terms And Conditions.

This contract is subject to and incorporates the provisions attached hereto as Part II -- Terms and Conditions. Pages 14 to 18 of Part II do not apply to this Contract and are hereby deleted.

In Witness Whereof, City and Contractor have executed this Contract as of the date first above written.

City of Chicago

By: _____
Mayor

(Signed) Jennifer Miller
Commissioner

Acting Purchasing Agent

City Comptroller

Approved As To Form And Legality

(Signed) _____
Assistant Corporation
Counsel

Association House of Chicago

By:

(Signed) Paul T. Metzger
President

Attest:

(Signed) Harry Rivera
Secretary

Subscribed and sworn to before me
as of this 13th day of February, 1990

36-2166961
Federal I.D. Number

(Signed) Julie Picard Brett
Notary Public

My Commission Expires: 1-27-92

[Official Seal
Julie Picard Brett
Notary Public, State of Illinois
My Commission Exp. Jan. 27, 1992]

[Part II -- General Conditions for Personal Service Contract omitted
for printing purposes but on file and available for public
inspection in the Office of the City Clerk.]

AMENDMENT TO 1990 ANNUAL APPROPRIATION ORDINANCE, AS
AMENDED, WITHIN DEPARTMENT OF AVIATION
TO ESTABLISH ACCOUNTS AND TRANSFER
FUNDS NECESSARY FOR CONTRACT
COMPLIANCE ACTIVITIES.

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

CHICAGO, June 27, 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 1990 Annual Appropriation Ordinance, as amended, within the Department of Aviation, to establish accounts and transfer funds necessary for contract compliance activities, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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 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 Annual Appropriation Ordinance for the Year, 1990, as amended, is hereby further amended by striking the words and figures and inserting the words and figures as indicated in the attached Exhibit A.

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

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

*Exhibit "A".**Amendments To The 1990 Annual Appropriation Ordinance.*

Fund 740 -- O'Hare

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Aviation -- 85-2015		
	.0157	Rental of Equipment and Services	\$15,473,987	\$15,154,788
		Department Of Purchases, Contracts And Supplies -- 35-1005		
		Contract Compliance -- 3035		
	.0005	Salaries and Wages		\$211,703
	.0011	Contract Wage Increment -- Salary		7,296
	.0015	Schedule Salary Adjustments		<u>0</u>
	*2005.0000	Personal Services		\$218,999
	.0125	Office and Building Services		1,500
	.0130	Postage		250
	.0154	Communications Hardware		2,500
	.0157	Rental of Equipment and Services		750

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	.0159	Lease Purchase Agreements for Equipment and Machinery		\$ 7,200
	.0162	Repair Maintenance of Equipment		1,250
	.0169	Technical Meeting Costs		750
	.0172	Insurance Premiums		3,300
	.0176	Vehicles		1,200
	.0184	Electricity		3,750
	.0186	Telephone -- Equipment and Lease Charges		500
	.0189	Telephone Non-Centrex Billing		1,750
	.0195	Relocation Expense		<u>15,000</u>
	*2005.0100	Contractual Services		\$39,700
	.0245	Reimbursement to Travelers		1,250
	.0270	Local Transportation		<u>3,000</u>
	*2005.0200	Travel		\$4,250
	.0320	Gasoline		1,250
	.0350	Stationary and Office Supplies		<u>1,500</u>
	*2005.0300	Commodities and Materials		\$2,750
	.0422	Office Machines		2,500
	.0440	Machinery and Equipment		<u>50,000</u>
	*2005.0400	Equipment		\$52,500

6/27/90

REPORTS OF COMMITTEES

17591

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	*2005.0700	Contingencies		<u>1,000</u>
		*BUDGET LEVEL TOTAL:		<u>\$319,199</u>
		Positions And Salaries 35-1005-2005		
		Contract Compliance -- 3035		
	1554	Assistant Purchasing Agent	1	\$46,152
	1525	Director of Purchase Contract Administration	1	42,288
	1559	Purchasing Manager	1	38,736
	1559	Purchasing Manager	1	35,256
	1562	Contract Negotiator	1	35,256
	3098	Coordinator of Contractor Compliance	2	28,968
	1523	Head Purchase Contract Administrator	3	28,968
	1531	Senior Contract Compliance Officer	1	26,292
	1522	Principal Purchase Contract Administrator	1	26,292
	0302	Administrative Assistant II	1	17,796

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	0805	Secretary	2	\$ <u>16,152</u>
		Section Total:		445,212
		Division Total:		445,212
		Less Turnover:		<u>233,509</u>
		TOTAL:		\$211,703

AMENDMENT TO YEAR XVI COMMUNITY DEVELOPMENT BLOCK
GRANT ORDINANCE, AS AMENDED, WITHIN DEPARTMENT
OF ECONOMIC DEVELOPMENT NECESSARY FOR
COMMERCIAL DISTRICT DEVELOPMENT
PROGRAM ACTIVITIES.

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

CHICAGO, June 27, 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 Year XVI Community Development Block Grant Ordinance, as amended, within the Department of Economic Development necessary for Commercial District Development Program activities, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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 \$350,000 of the Year XVI Community Development Block Grant funds under the Commercial District program which supports the activities of the Department of Economic Development; and

WHEREAS, The Commissioner of the Department of Economic Development requests that the \$705,000 in Year XI Commercial District acquisition funds (.0610) be reprogrammed to fund a demolition account (.0528) in the Year XVI Commercial District program which will enable the demolition of two abandoned buildings in the 43rd and Racine Commercial District; now, therefore,

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

SECTION 1. The sum of \$705,000 in Year XI Community Development Block Grant funds, under the Commercial District program, acquisition account (.0610), is hereby reprogrammed to the Year XVI Commercial District program, demolition account (.0528).

SECTION 2. The Year XVI Community Development Block Grant Ordinance, as amended, is hereby further amended by inserting the words and figures indicated, as indicated in the attached Exhibit "A".

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

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

Exhibit "A".

*Corrections And Revisions Of C.D.B.G Year XVI Budget
Recommendations City Council Journal.*

Fund: 325

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Economic Development -- 07-1005		
		Commercial District Development Program -- 2535		
		.0528 Demolition		\$705,000
		Year XVI Community Development Block Grant Fund		
		Reallocation of Unspent Community Development Block Grant funds from prior years	\$14,134,206	\$14,839,206
		TOTAL:	\$107,160,956	\$107,865,956

AMENDMENT TO YEAR XVI COMMUNITY DEVELOPMENT BLOCK
GRANT ORDINANCE, AS AMENDED, BY REPROGRAMMING
FUNDS FROM PRIOR YEARS WITHIN DEPARTMENT
OF ECONOMIC DEVELOPMENT.

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

CHICAGO, June 27, 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 Year XVI Community Development Block Grant Ordinance, as amended, reprogramming funds from prior years within the Department of Economic Development necessary for specific purposes, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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, \$ 8,806,837 of Community Development Block Grant unobligated funds appropriated to the Department of Economic Development in prior years ranging from Year V to Year XV have been identified by the Department of Economic Development and the Office of Budget and Management; and

WHEREAS, The Commissioner of the Department of Economic Development requests that the funds be reprogrammed from the prior years to fund several programs in Year XVI; now, therefore,

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

SECTION 1. The sum of \$ 8,806,837 in Community Development Block Grant funds from Year V through Year XV is hereby reprogrammed to the Year XVI Department of Economic Development programs as follows: \$3,721,837 to the Commercial District program; \$1,890,000 to the Business Infrastructure Assistance (Large) program; \$140,000 to the Streetscaping program; \$3,000,000 to the Business Loan Program; and \$55,000 to Economic Development Program Support.

SECTION 2. The Year XVI Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated in the attached Exhibit "A".

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

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

*Exhibit A.**Corrections And Revisions Of C.D.B.G. Year XVI
Budget Recommendations -- City Council Journal.*

Fund: 325

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Economic Development -- 07-1005		
		Economic Development Program Support -- 2505		
	.0140	Professional and technical services	\$47,000	\$102,000
		Streetscaping -- 2520		
	.9401	For services provided by the Department of Public Works	\$750,000	\$890,000
		Commercial District Development Program -- 2535		
	.0140	Professional and technical services	\$70,000	\$522,103
	.0526	Improvements to existing buildings		\$590,635
	.0528	Demolition	\$705,000	

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
				\$910,736
	.0610	Land Acquisition	\$70,000	
				\$1,851,045
	.9104	Relocation payments		\$592,318
	.9110	Property management, maintenance and security		\$100,000
		Business Loan Program -- 2550		
	.9106	Loan Program Costs	\$2,000,000	
				\$5,000,000
		Business Infrastructure Assistance (Large) -- 2565		
	.0140	Professional and technical services	\$750,000	\$2,640,000
		Year XVI Community Development Block Grant Fund		
		Reallocation of Unspent Community Development Block Grant funds from from prior years	\$14,839,206	
				\$23,646,043
		TOTAL:	\$107,865,956	
				\$116,672,793

INSTALLATION OF WATER MAINS AT
VARIOUS LOCATIONS.

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

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration two 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

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 South Union Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Union Avenue, from West 69th Street to West 71st Street: 1,328 feet of 8-inch ductile iron water main, at the total estimated cost of \$207,592.42 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00961.

Portion Of North Whipple Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,352 feet of 8-inch ductile iron water main in North Whipple Street, from West Bloomingdale Avenue to West Armitage Avenue, at a total estimated cost of \$211,887.63 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00953.

COMMITTEE ON BUILDINGS.

**APPOINTMENT OF MR. NATHANIEL GIBSON AS MEMBER
OF BUILDING BOARD OF APPEALS.**

The Committee on Buildings submitted the following report:

CHICAGO, June 7, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a written communication from The Honorable Richard M. Daley, Mayor (which was referred on June 7, 1990) to appoint Nathaniel Gibson as a member of the Building Board of Appeals for a

term ending April 21, 1992 succeeding Barbara Jones-Green, begs leave to recommend that Your Honorable Body do *Approve* said recommendation which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Nathaniel Gibson as a member of the Building Board of Appeals was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

APPOINTMENT OF MR. GLENN HARSTON AS MEMBER
OF BUILDING BOARD OF APPEALS.

The Committee on Buildings submitted the following report:

CHICAGO, June 7, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a written communication from The Honorable Richard M. Daley, Mayor (which was referred on May 16, 1990) to appoint Glenn Harston as a member of the Building Board of Appeals for a term ending April 21, 1991 succeeding Ernest Bush, Jr., whose term has expired, begs

leave to recommend that Your Honorable Body do *Approve* said recommendation which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Glenn Harston as a member of the Building Board of Appeals was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

APPOINTMENT OF MR. BERNARD S. L. MA AS MEMBER
OF BUILDING BOARD OF APPEALS.

The Committee on Buildings submitted the following report:

CHICAGO, June 7, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a written communication from The Honorable Richard M. Daley, Mayor (which was referred on June 7, 1990) to appoint Bernard S. L. Ma as a member of the Building Board of Appeals for a term ending April 21, 1992 succeeding Paul R. Jensen, begs leave to recommend that Your Honorable Body do *Approve* said recommendation which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Bernard S. L. Ma as a member of the Building Board of Appeals was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

AMENDMENT OF MUNICIPAL CODE CHAPTERS 43 AND 76 BY
EXPANDING REGULATIONS GOVERNING CANOPIES AND
OTHER OBSTRUCTIONS IN PUBLIC WAY DURING
CONSTRUCTION.

The Committee on Buildings submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a written communication from The Honorable Richard M. Daley, Mayor, a proposed ordinance (which was referred on March 21, 1990) amending Chapter 43 of the Municipal Code of Chicago by inserting a new Section 43-12 and amending Section 43-12.1 and also amending Chapter 76, Sections 76-7.1(a), 76-7.5 and 76-7.5(d), pertaining to canopies and other

obstructions in the public way during construction, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 43 of the Municipal Code of Chicago is hereby amended by deleting existing Section 43-12 and inserting a new Section 43-12, as follows:

43-12. The obstruction of sidewalks, parkways, alleys and streets to accommodate work described in Section 43-1 shall require a separate permit issued by the Commissioner of Public Works subject to the requirements of this section. An application for such a permit shall contain (1) the name of the applicant; (2) the location of the proposed obstruction; (3) the purpose of the obstruction; (4) the proposed commencement date and the estimated duration of the obstruction; and (5) evidence of a public liability insurance policy issued by an insurer authorized to transact business in Illinois, in an amount not less than \$1,000,000 and naming the City of Chicago as additional insured. The application shall be accompanied by an escrow deposit of the estimated traffic relocation charge, calculated as follows:

- (a) For obstruction of sidewalk or parkway, \$2 per month for each foot of frontage obstructed, but in no event less than \$40 per month.
- (b) For obstruction of a street lane containing parking spaces, \$10 per month for each foot of frontage used, but in no event less than \$200 per month.
- (c) For obstruction of a street lane normally used for vehicular traffic, \$20 per month for each frontage foot used for the first 12 months of the obstruction, and \$50 per frontage foot per month thereafter, but in no event less than \$400 per month.
- (d) For obstruction of an alley, \$2 per linear foot per month if a lane of least 10 feet is left unobstructed; otherwise, \$20 per linear foot per month.
- (e) For obstruction estimated to last no more than three days at locations described in subsections (a), (b) and (c); a single fee of \$5 per day for each frontage foot used, but in no event less than \$100 per day.

Permits shall be issued for 1/2 the above amounts for obstructions outside the area bounded on the south by Roosevelt Road; on the west by Halsted Street from Roosevelt Road to Chicago Avenue and by LaSalle Street from Chicago Avenue; on the north by Chicago Avenue from Halsted Street to LaSalle Street and by Division Street from LaSalle Street to Lake Michigan; and on the east by Lake Michigan.

The charges described in this section shall be cumulative, and in addition to charges for restoration of the public way, loss of parking meter revenues and for costs of relocation of parking meters and signs. Fractional months shall be counted as full months in calculating these charges.

Upon receipt of the application and payment of the required traffic relocation charge, the Commissioner of Public Works shall issue the permit for the estimated period of the obstruction. If immediate obstruction of the public way would interfere with other work in progress on the public way, or a parade or other special event for which necessary permits have already been issued, the Commissioner may delay issuance of the permit in order to prevent such interference.

If the obstruction is not removed by the end of the estimated period, the applicant must obtain a new permit. Duration of an obstruction shall be calculated from the beginning of the obstruction to its removal, regardless of the number of permit periods. When the Commissioner of Public Works receives satisfactory proof that the permitted obstruction has been removed, he shall certify this fact and the duration of the obstruction to the City Comptroller. The Comptroller shall thereupon direct the City Treasurer to refund any excess traffic relocation charge deposited in connection with the permit.

Any permit issued pursuant to the terms of this section may be revoked by the Commissioner of Public Works at any time for violation of the terms of the permit.

SECTION 2. Chapter 43, Section 43-12.1 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

43-12.1. In any building operation which would require the driving of [trucks] *vehicles or equipment* upon or across any public sidewalk abutting the premises, the applicant shall obtain from the [commissioner of streets and sanitation] *Commissioner of Public Works* a certificate or prior inspection which shall state the condition of the sidewalk before construction is started. The [said] commissioner is hereby authorized to charge a fee of ten dollars for each such prior inspection, to estimate probable damage that might be caused to such public sidewalk by the driving of [trucks] *vehicles or equipment* thereon and to require a deposit by the applicant of moneys sufficient to restore said sidewalk to a condition as good as it was before the construction *was started*.

When the Commissioner of Public Works receives satisfactory proof that the affected sidewalk has been restored to a condition equally as good as before the permitted work, he shall certify this fact to the City Comptroller. The Comptroller shall thereupon direct the City Treasurer to refund the amount deposited in connection with the permit.

SECTION 3. Chapter 76, Sections 76-7.1(a) and 76-7.5 of the Municipal Code of Chicago are hereby amended by inserting the language in italics, as follows:

76-7.1. (a) *Heavy duty* sidewalk sheds shall consist of a roof deck extending over the entire sidewalk, together with its supporting structural framework. The roof deck shall be constructed of not less than two layers of two-inch planking or of other approved materials of equal strength and shall be designed to support a superimposed load of not less than 250 pounds per square foot, *and shall have a ceiling height of not less than eight feet. The side facing the construction or demolition work shall be fully enclosed and the street side, if extending into the street, shall be enclosed with a splash guard and railing not less than four feet high.*

76-7.5. (a) When a permanent sidewalk is obstructed by a sidewalk shed, fence or barricade, temporary sidewalks shall be provided. *All vertical wooden surfaces of a sidewalk shed, fence or barricade, and all wooden guards and railings shall be painted.*

(b) Walkways and temporary sidewalks shall be not less than four feet wide, *inside measurement*, except that in congested districts the Building Commissioner may require additional width.

(c) All walkways and temporary sidewalks shall be designed to support a live load of not less than 250 pounds per square foot.

(d) All temporary sidewalks shall be provided with railings and guards of dressed lumber. If such railings and guards are nearer the street curb than four feet, there shall be a guard of dressed lumber on the street side.

(e) When necessary to permit the delivery of materials to basements of buildings in process of erection, temporary sidewalks may be built at a height not exceeding four feet above curb level of the street. Such temporary sidewalks shall have railings on both sides and shall be approached by ramps having a grade of not more than one in eight.

(f) Every covered walkway shall be kept well-lighted continuously between sunset and sunrise *and shall be maintained clear of debris, holes and trip hazards and shall be properly drained to prevent accumulation of water. Obstruction lights and diagonal red stripping shall be provided as required by the Department of Public Works on all portions of the sidewalk shed extending beyond the curb line.*

(g) *If a temporary sidewalk or walkway is placed at a level above or below an abutting public sidewalk, the two shall be connected by a ramp to blend them to a common level. The ramp shall have a non-slip surface and a slope not to exceed 1 inch rise per 12 inches in length.*

(h) *No temporary structures, field offices, construction equipment, materials, signs, displays, ornamentation or similar loads shall be erected or placed upon a sidewalk shed or construction canopy until plans identifying these loads are submitted to the Department of Buildings for review and a building permit is issued, authorizing the construction or loading on top of the shed or canopy.*

SECTION 4. This ordinance shall be in full force and effect 30 days after its passage.

AMENDMENT OF MUNICIPAL CODE CHAPTER 62 BY FURTHER
REGULATING USE OF AUTOMATIC DOOR CLOSERS IN
STAIRWAYS OF CERTAIN BUILDINGS.

The Committee on Buildings submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a written communication from The Honorable Mayor Richard M. Daley, a proposed ordinance (which was referred on January 19, 1990) to amend Chapter 62 of the Municipal Code of Chicago pertaining to automatic door closers located in stairway enclosures in certain buildings, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 62 of the Municipal Code is hereby amended in Subsection 62-3.2(b) by adding the language in italics and deleting the language in brackets, as follows:

62-3.2

* * *

(b) Stairway enclosures shall not be required in buildings of Types 1-A, 1-B, and 1-C construction for the following stairs:

(1) Stairs from the second floor to the main exit floor and serving the second floor only, except in Hazardous Use Units, in Multiple Dwellings and in Institutional Units where habitable rooms are located on the second floor.

[(2) Stairs above the main exit floor level in Type 1 Schools not exceeding three stories in height, except in the case of open plan schools.]

[3] (2) Stairs in Mercantile and Business Units from a basement sales space to the main exit floor level, constituting not more than fifty percent of the total required width of exit stairs.

SECTION 2. Chapter 62 of the Municipal Code of Chicago is hereby amended in Section 62-3.6 by adding the language in italics, as follows:

62-3.6 Openings in all required stairway and shaft enclosures shall be limited to those essential to the purpose of the shaft and shall be protected with self-closing 1-1/2 hour Class B fire doors or other approved protective assemblies complying with the requirements of Section 65-5 with the following exceptions:

(a) In residential units not exceeding three stories in height, openings in the enclosure of stairways serving not more than four dwelling units in any floor may be protected with doors not less fire resistant than solid wood doors one and three-fourth inches thick, and shall be equipped with approved self-closing devices.

(b) Door openings in elevator and dumbwaiter shafts shall be protected by opening protective assemblies having a fire resistive rating of 1-1/2 hour conforming to the test requirements of Sections 65-5.1 to 65-5.3 inclusive, and Sections 65-5.5 to 65-5.8 inclusive. Such doors shall not be required to be self-closing and no heat-actuated closing device shall be installed on any landing opening in an elevator or dumbwaiter hatchway.

(c) *In all occupancies except Class B, Institutional, stairwell doors in buildings of Type I construction serving not more than three floors may be equipped with automatic closers activated by products of combustion (other than heat) fire detectors. Such closers shall comply with all of the following:*

(1) Upon release of the hold-open mechanism, the door shall be self-closing.

(2) The hold-open mechanism shall be so designed that the door may be instantly released manually and upon release become self-closing.

(3) Upon loss of power to the hold-open device, the hold-open mechanism shall release.

(4) Each door shall be equipped with a fire detector on either side of the door opening arranged so that operation of either detector will release the hold-open mechanism.

(5) Each fire detector shall be located on the ceiling along the center line of the door opening not more than five feet or less than one-foot from the opening. Where a door opening into a stairwell has more than one double door each pair of doors shall be equipped with detectors arranged to release all doors at that floor level.

(6) The fire detectors, hold-open mechanisms, and closers shall be listed by a national products testing laboratory whose main purpose is the testing of products for fire protection and safety.

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

AMENDMENT OF MUNICIPAL CODE CHAPTERS 62 AND 65 BY
EXPANDING REQUIREMENTS AND CLASSIFICATIONS
FOR NEW FLOOR COVERINGS.

The Committee on Buildings submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on May 16, 1990) amending Section 62-9 and Section 65-8 of the Municipal Code of Chicago relating to floor coverings begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The provisions of Section 62-9 and Section 65-8 of the Municipal Code of Chicago are hereby amended by deleting the language enclosed in brackets and adding the language in italics as follows:

62-9 Interior wall and ceiling finish, *floor covering*, and trim shall comply with the requirements of Sections 62-9.1 to 62-9.6, inclusive.

62-9.3

- (c) *All materials used as floor covering shall be classified in accordance with the critical radiant flux characteristics as follows:*

Class A Interior Floor Finish -- Critical radiant flux of 0.45 watts per square centimeter or higher.

Class B Interior Floor Finish -- Critical radiant flux between 0.22 watts per square centimeter and 0.44 watts per square centimeter.

Wherever the use of Class B interior floor finish is required, Class A interior floor finish material is permitted.

- (d) *The classification of specific floor covering materials shall be in accordance with test procedures as provided for in Section 65-8.3.*

62-9.7

[All floor coverings shall have a flame spread rating not to exceed 75.]

All materials used as floor coverings shall comply with the following provisions:

- (a) *All floor coverings used in corridors, lobbies, stairs or other exit paths or exit areas in buildings used in whole or in those parts as occupancy Class A-2 shall meet Class A requirements.*
- (b) *All floor coverings used in corridors, lobbies, stairs or other exit paths or exit areas in buildings used in whole or in those parts as occupancy Class E shall meet Class B requirements.*

- (c) *All floor coverings used in buildings used in whole or in part as occupancy Class B or C shall meet Class A requirements.*
- (d) *Floor coverings used in occupancies or areas other than as listed above need not be classified.*

65-8

Interior wall and ceiling finish, *floor coverings*, and trim shall comply with the provisions of Sections 65-8.1 to [65-8.3] 65-8.4 inclusive.

65-8.2

- [a] Interior wall and ceiling finish and trim shall be in accordance with flame spread ratings as follows:

Classification Flame Spread Rating		Smoke Developed	
Class 1	[0 to 15]	0 to 25	200
Class 2	[16 to 30]	26 to 75	450
Class 3	[31 to 60]	76 to 266	450
[Class 4]	[61 to 160]		

65-8.3

All interior floor coverings shall be classified in accordance with the critical radiant flux characteristic as established in the following document.

*National Fire Protection Association Standard
253, 1984 (ASTM E -- 648)*

65-8.4

Classification of materials used as floor coverings shall be in accordance with the critical radiant flux characteristics as follows:

<i>Classification</i>	<i>Critical Radiant Flux</i>
A	0.45 watts per square centimeter or higher.
B	0.22 to 0.44 watts per square centimeter.

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

AMENDMENT OF MUNICIPAL CODE CHAPTERS 64, 78 AND 91
BY UPGRADING FIRE SAFETY REQUIREMENTS FOR
DAY CARE CENTERS.

The Committee on Buildings submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a written communication from The Honorable Richard M. Daley, Mayor, an ordinance (which was referred on February 7, 1990) amending Chapters 64, 78 and 91 of the Municipal Code of Chicago to revise fire safety requirements for day care centers, begs leave to recommend that Your Honorable Body do *Pass* the said proposed substitute ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Illinois State Fire Marshal has promulgated new rules and regulations regarding fire safety requirements applicable to day care centers (41 Ill. Adm. Code 100.110); and

WHEREAS, Under State law (Ill. Rev. Stat. Ch. 127-1/2, par. 9), the City of Chicago must enforce these requirements unless it adopts fire safety requirements that are at least as strict as those of the State Fire Marshal; and

WHEREAS, The safety of children who attend day care centers in this City, as well as the staff of such day centers, can best be protected by bringing the City's fire safety requirements into compliance with those of the State Fire Marshal; now, therefore.

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

SECTION 1. Sections 64-10 and 64-13(d) of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and adding the language in italics as follows:

64-10. An approved fire alarm shall be provided as follows:

- (a) A standard fire alarm meeting the requirements of *this chapter and Chapter 91* of this code shall be provided in the following occupancies:
 - (1) Institutional: Buildings 2 stories or less in height with a floor area which does not exceed 8,000 square feet shall be equipped with a Class I system. Buildings over 2 stories in height or with a floor area exceeding 8,000 square feet shall be equipped with a Class II system.
 - (2) Type I or Type II schools: Buildings over one story in height shall be equipped with a Class I system. *Any Type I school operating as or containing a Day Care Center Class I, as defined in Chapter 158, shall comply with fire alarm system requirements applicable to Type III schools.*
 - (3) Type III schools: Class I system.

* * *

- (c) *Notwithstanding any other provision of this code to the contrary, the revisions to the requirements of this chapter and Chapter 91 contained in this amendatory ordinance shall apply to schools and day care centers in existence on the effective date of this amendatory ordinance beginning July 1, 1991.*

64-13.

* * *

(d) [In the basement of buildings of Type III or IV construction containing a Type III school on the first floor or basement, the detectors shall be located in all areas of such basement spaces including spaces used by the school except classrooms.]

Fire alarm systems serving Type III schools, Day Care Centers Class II, and those Type I schools operating as or containing a Day Care Center Class I as defined in Chapter 158 shall include automatic detectors as follows:

1. *Smoke detectors shall be installed at each floor level, including basements, of each interior stairwell up to and including one level above the level of the school or day care center, except in unoccupied attics.*
2. *Smoke detectors shall be installed in front of doors to stairwells from the school or day care center and at intervals of no less than 30 feet in all corridors within or serving the school or day care center.*
3. *Smoke detectors shall be located in all lounges, recreation areas and sleeping rooms.*
4. *Heat detectors shall be installed in boiler rooms, kitchens and combustible storage areas except where a sprinkler system with a flow alarm connected to the fire alarm system is installed in such rooms.*

SECTION 2. Sections 78-19 and 78-22(d) of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and adding the language in italics as follows:

78-19. An approved fire alarm shall be provided as required in this section.

- (a) A standard fire alarm meeting the requirements of *this chapter and Chapter 91* of this code shall be provided in the following occupancies:
- (1) Institutional: Buildings 2 stories or less in height with a floor area which does not exceed 8,000 square feet shall be equipped with a Class I system. Buildings over 2 stories in height or with a floor area exceeding 8,000 square feet shall be equipped with a Class II system.

- (2) Type I or Type II schools: Buildings over one story in height shall be equipped with a Class I system. *Any Type I school operating as or containing a day care center Class I, as defined in Chapter 158, shall comply with fire alarm system requirements applicable to Type III schools.*
- (3) Type III schools: Class I system.

* * *

- (c) *Notwithstanding any other provision of this code to the contrary, the revisions to the requirements of this chapter and Chapter 91 contained in this amendatory ordinance shall apply to schools and day care centers in existence on the effective date of this amendatory ordinance beginning July 1, 1991.*

78-22.

* * *

- (d) [In the basement of buildings of Type III or IV construction containing a Type III school on the first floor or basement, the detectors shall be located in all areas of such basement spaces including spaces used by the school except classrooms.]

Fire alarm systems serving Type III schools, Day Care Centers Class II, and those Type I schools operating as or containing a Day Care Center Class I as defined in Chapter 158 shall include automatic detectors as follows:

- 1. Smoke detectors shall be installed at each floor level, including basements, of each interior stairwell up to and including one level above the level of the school or day care center, except in unoccupied attics.*
- 2. Smoke detectors shall be installed in front of doors to stairwells from the school or day care center and at intervals of no less than 30 feet in all corridors within or serving the school or day care center.*
- 3. Smoke detectors shall be located in all lounges, recreation areas and sleeping rooms.*
- 4. Heat detectors shall be installed in boiler rooms, kitchens and combustible storage areas except where a sprinkler system with a flow alarm connected to the fire alarm system is installed in such rooms.*

SECTION 3. Sections 91-113.1 and 91-121 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and adding the language in italics as follows:

91-113.1. Alarm sending stations shall be required on fire alarm systems serving only a Type III school in a building not otherwise requiring a system [on the basis of one for every 4,000 square feet of floor area or fraction thereof over 4,000 square feet] *within the space occupied by the Type III school.*

91-121. *Except as provided otherwise in Section 91-124, a city fire alarm box shall be located within a distance of 100 feet from the principal entrance of every institutional building or theater and every assembly unit other than a theater having a capacity of more than 1,000 persons, every Type III school having a capacity of 100 children, every Type I school operating as or containing a Day Care Center Class I, and every existing or preordinance building thereafter erected, two stories or more in height, used in whole or in part as a Type I school with 100 or more occupants or used in whole as a Type II school. The fire alarm systems [provided for herein] required for such building under this code shall be directly connected to the city fire alarm box or to a central station service as provided in Section 91-124. However, the requirements of this section shall not apply to a Type III school, or a Type I school operating as or containing a Day Care Center Class I, where all rooms occupied by the day care facilities and programs have a direct exterior exit.*

SECTION 4. This ordinance shall take effect 60 days after its passage and publication and shall apply to existing schools and day care centers beginning July 1, 1991.

AMENDMENT OF MUNICIPAL CODE CHAPTER 78, SECTION
78-54(b) BY PROHIBITING REMOVAL OF CERTAIN
DOOR AND/OR WINDOW SCREENS FROM
BUILDINGS WITHOUT OCCUPANTS'
CONSENT.

The Committee on Buildings submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on November 15, 1989) amending Section 78-54(b) of the Municipal Code of Chicago relating to window screens in certain buildings, begs leave to recommend that Your Honorable Body do *Pass* the said proposed ordinance, as amended, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago, is hereby amended by adding the language in italics below to Section 78-54 as follows:

78-54(b) From April 15 to November 15 of each year, every door opening directly from any family unit to the outdoors and every window, or other outside openings used for ventilation purposes, shall be supplied with a screen of not less than sixteen mesh per inch and every screen door shall have a self-closing device in good working condition. *Except for existing screens, which shall not be removed without the written consent of the person entitled to possession of the unit,* no screens shall be required for a family unit on a floor above the fourth floor, unless required by the Department of Buildings and Fire Department when unusual circumstances of insect prevalence exists.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

**APPROVAL OF PROPERTY AT 13535 SOUTH TORRENCE
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.**

The Committee on Economic Development submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed resolution introduced by Alderman Victor Vrdolyak (10th Ward) authorizing Class 6(b) tax incentives for the property located at 13535 South Torrence Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who

build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, The Prime Group, Incorporated, is the owner of the property commonly known as 13535 South Torrence Avenue, Chicago, Illinois (hereinafter referred to as the "subject property"), and intends to carry out extensive rehabilitation of existing structures and make suitable for use unused and under utilized structures and expand improvements on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be occupied by the U. S. Metalsource Corporation and used for the manufacture, storage, and distribution of rolled steel products; and

WHEREAS, The subject property is located within Chicago Enterprise Zone III; and

WHEREAS, The granting of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Index Numbers for the subject property are 26-31-300-003, 26-31-301-009, 26-31-303-004, 26-31-303-008 and 26-31-415-004; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago hereby resolve that:

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive is both necessary and appropriate for the said development to occur on the subject property; and

SECTION 2. The City of Chicago, Illinois, hereby supports and consents to the Class 6(b) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Numbers 26-31-300-003, 26-31-301-009, 26-31-303-004, 26-31-303-008 and 26-31-415-004; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its passage or as otherwise provided for by law.

COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.

COMMONWEALTH EDISON COMPANY URGED TO CONTINUE
EFFORTS TO INFLUENCE PETER KIEWIT SONS',
INCORPORATED TO SETTLE LABOR
DISPUTE WITH UNITED MINE
WORKER'S OF AMERICA.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having met on Monday, June 25, 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed amended resolution memorializing Commonwealth Edison Company to continue efforts to force Peter Kiewit Sons', Incorporated, to settle a labor dispute with the United Mine Workers of America.

This vote was concurred in by members of the committee by a viva voce vote with no dissent.

Respectfully submitted,

(Signed) EDWIN EISENDRATH,
Chairman.

On motion of Alderman Eisendrath, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Commonwealth Edison buys most of its coal from mines owned and operated by Peter Kiewit Sons', Incorporated; and

WHEREAS, This coal is used to fuel coal-fired plants providing electricity to the City of Chicago; and

WHEREAS, Peter Kiewit Sons', Incorporated, has been involved in a 2-1/2 year labor dispute with the United Mine Workers of America (U.M.W.A.), whose members were illegally and permanently replaced by Kiewit-owned Decker Coal; and

WHEREAS, An administrative law judge has ruled that Decker Coal violated the law and ordered reinstatement of striking miners; and

WHEREAS, Decker Coal appealed this decision, thus prolonging the dispute for many more months, if not years; and

WHEREAS, Commonwealth Edison ratepayers are in effect being forced to subsidize the strike through their electricity bills, already among the highest in the nation; and

WHEREAS, The Decker mine is among the most profitable in the world, with profits reaching \$100 Million per year or \$400,000 produced by each miner; and

WHEREAS, The enormous profitability of the Decker mine is made possible by selling Chicago ratepayers coal at prices four times higher than what are currently available on the open market in the U. S.; and

WHEREAS, The profitability of the Decker mine has given the company deep pockets and allowed it to spare no expense in attempting to bust the U.M.W.A.; and

WHEREAS, The City of Chicago is a city of working people and does not support union busting; and

WHEREAS, The U.M.W.A. has made outstanding contributions to improve the lives of all working people, including those who reside in Chicago; now, therefore,

Be It Resolved, That the Chicago City Council calls upon Peter Kiewit Sons', Incorporated to return to the negotiating table with the intent of reaching a fair settlement; and

Be It Further Resolved, That the Chicago City Council call upon Commonwealth Edison to continue to use its leverage as the principal buyer of Decker Coal to bring about an end to the dispute and a reduction of coal costs and electricity rates for the people of Chicago; and

Be It Further Resolved, That Commonwealth Edison re-examine its contractual relations with Peter Kiewit Sons', Incorporated, and make every effort to terminate unprofitable contracts.

**COMMITTEE ON HOUSING, LAND ACQUISITION,
DISPOSITION AND LEASES.**

**APPOINTMENT OF MR. ROBERT BELCASTER AS COMMISSIONER
OF CHICAGO HOUSING AUTHORITY.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance submitted by Mayor Richard M. Daley reappointing Robert Belcaster as a Commissioner to the Chicago Housing Authority for a term ending January 8, 1995, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Robert Belcaster as Commissioner of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for three ordinances granting the authority to advertise for sale city-owned property at the following locations:

901 -- 903 North California Avenue/
2748 -- 2758 West Iowa Street;

1448 North Campbell Avenue; and

1457 North Campbell Avenue,

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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

*901 -- 903 North California Avenue/
2748 -- 2758 West Iowa Street.*

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

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

Lots 28 and 29 in Block 2 in Taylor and Canada's Subdivision of the west half of the southwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 901 -- 903 North California Avenue/2748 --2758 West Iowa Street, Permanent Tax No. 16-01-41 6-015)

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1448 North Campbell Avenue.

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

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

Lot 5 in Block 6 in Winslow, Jackson and Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1448 North Campbell Avenue, Permanent Tax No. 16- 01-213-028)

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1457 North Campbell Avenue.

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

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

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

Lot 47 in Block 7 in Winslow, Jacobson and Tallman's Subdivision of northeast quarter of northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1457 North Campbell Avenue, Permanent Tax No. 16-01-214-002)

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

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

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for fourteen ordinances regarding the acceptance of bids at the following locations:

5420 -- 5422 South Dearborn
Street

7416 South Jeffery Boulevard

1757 West Erie Street

3965 -- 3967 South Langley Avenue

3822 West Fillmore Street	1617 South Newberry Avenue
4449 West Grenshaw Street	1448 North Western Avenue
5331 South Halsted Street	1867 North Winnebago Avenue
2100 South Harding Avenue/ 3933 -- 3943 West 21st Street	4021 West 16th Street
919 North Honore Street	22 -- 24 East 38th Street/3756 South Wabash Avenue

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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

5420 -- 5422 South Dearborn Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Vallie Rush, 5416 South Dearborn Street, Chicago, Illinois 60609, to purchase for the sum of \$3,500.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2626 described as follows:

Lot 8 in Block 2 in Coburn's Addition to Chicago, said addition being a subdivision of south 598.25 feet of that part of southeast quarter of the southeast quarter of Chicago, Rock Island and Pacific Railroad in Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5420 -- 5422 South Dearborn Street, Permanent Tax No. 20-09-422-068)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$350.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1757 West Erie Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$15,200.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2628 described as follows:

Lot 71 in Hunt's Subdivision of Block 15 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1757 West Erie Street, Permanent Tax No. 17-07-214-002)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,520.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

3822 West Fillmore Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Larry L. and Cindy L. Marshall, as joint tenants, 3828 West Fillmore Street, Chicago, Illinois 60624, to purchase for the sum of \$1,901.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, pages 1911 -- 1912 described as follows:

Lot 40 in Ingall's Subdivision of that part of Blocks 5 and 6 in the Circuit Court Partition, being a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, south of the right-of-way of Wisconsin Central Railroad, in Cook County, Illinois (commonly known as 3822 West Fillmore Street, Permanent Tax No. 16-14-320-016)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$191.00 submitted by said bidder to the Department of General Services, Asset Management, Real

Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

4449 West Grenshaw Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Hadley Gear Manufacturing Company, Incorporated, 4444 West Roosevelt Road, Chicago, Illinois 60624, to purchase for the sum of \$4,100.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2631 described as follows:

Lot 20 in Block 3 in D. S. Place's Third Addition to Chicago, a subdivision of the east half of the southwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian lying south of the right-of-way of the Chicago and Great Western Railroad (except the west 33 feet thereof) in Cook County, Illinois (commonly known as 4449 West Grenshaw Street, Permanent Tax No. 16-15-329-003)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$410.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

5331 South Halsted Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Errol J. Hoyer, P.O. Box 497081, Chicago, Illinois 60649, to purchase for the sum of \$3,700.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2633 -- 2634 described as follows:

Lot 31 in Block 4 in Putnam's Subdivision of the southwest quarter of the southwest quarter (except the south 23 acres) in Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5331 South Halsted Street, Permanent Tax No. 20-09-316-012)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$370.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

*2100 South Harding Avenue/
3933 -- 3943 West 21st Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of William A. Rogers, 12139 South Yale Avenue, Chicago, Illinois 60628, to purchase for the sum of \$4,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2632 described as follows:

Lot 118 in subdivision of Blocks 2, 3 and 5 in partition of the west 60 acres north of the Southwestern Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2100 South Harding Avenue/3933 -- 3943 West 21st Street, Permanent Tax No. 16-23-317-018)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$400.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

919 North Honore Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Terry R. Swank, 801 South Plymouth Court, Unit C., Chicago, Illinois 60605, to purchase for the sum of \$20,000.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed September 14, 1988, page 17371 described as follows:

Lot 39 in Boake's Resubdivision of Block 5 in Cochran and Others Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 919 North Honore Street, Permanent Tax No. 17-06-424-023)

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,000.00 submitted by said bidder to the Department of General Services, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

7416 South Jeffery Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Karyn M. Weatherall, 7418 South Jeffery Boulevard, Chicago, Illinois 60649, to purchase for the sum of \$8,200.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2638 -- 2639 described as follows:

Lot 7 and (except the south 13 feet) Lot 8 in the subdivision of Block 16 in Clarke's Subdivision of the east half of the northwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7416 South Jeffery Boulevard, Permanent Tax No. 20-25-137-016)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$820.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

3965 -- 3967 South Langley Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Billy Stevenson and Lynn Stevenson, as joint tenants, 3961 South Langley Avenue, Chicago, Illinois 60653-2325, to purchase for the sum of \$8,530.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2646 -- 2647 described as follows:

the south 18 feet of Lot 10, all of Lot 11 and the north 7 feet of Lot 12 of Cleaver and Hubbard's Subdivision of Lots 16, 17, 18 and the west half of Lots 13 and 14 in Block 4 in Cleaverville Addition in Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3965 -- 3967 South Langley Avenue, Permanent Tax Nos. 20-03-208-025 and 026)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$853.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1617 South Newberry Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Richard R. Callahan, 1702 South Halsted Street, Chicago, Illinois 60608, to purchase for the sum of \$4,800.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2648 described as follows:

Lot 14 in George Roth's Subdivision of Block 17 in Assessor's Division of the north quarter of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1617 South Newberry Avenue, Permanent Tax No. 17- 20-406-004)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$480.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1448 North Western Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Edwin R. Adorno, 5755 West Eddy Street, Chicago, Illinois 60634, to purchase for the sum of \$11,200.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed November 15, 1989, pages 6796 -- 6797 described as follows:

Lot 5 (except street) in Block 8 in Winslow, Jacobson & Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1448 North Western Avenue, Permanent Tax No. 16-01-215-028) special assessments due,

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,120.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1867 North Winnebago Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Luis Puig, 1881 North Winnebago Avenue, Chicago, Illinois, to purchase for the sum of \$5,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, pages 1919 -- 1920 described as follows:

Lot 15 (except northeasterly 27-1/2 feet) in Block 12 in Pierce's Addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1867 North Winnebago Avenue, Permanent Tax No. 14-31-308-036)

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

Note: If Said Property Is Not Used For Expansion Of Business Within Eighteen Months Of Closing Date, The Grantor Will Be Held In Forfeiture Of Said Property And Said Property Will Revert To The City Of Chicago.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

4020 West 16th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Bobbie Wright, 4022 West 16th Street, Chicago, Illinois 60623, to purchase for the sum of \$3,900.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2663 -- 2664 described as follows:

Lot 28 in Block 8 in Our Home Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4020 West 16th Street, Permanent Tax No. 16-22-230-035)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$400.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

22 -- 24 East 38th Street/3756 South Wabash Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Clifford D. Barrett, 3754 South Wabash Avenue, Chicago, Illinois 60653, to purchase for the sum of \$12,500.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, pages 1916 -- 1917 described as follows:

Lots 9, 10 and 11 taken as a tract (except the east 75 feet of said lots and except that part of said Lot 11 taken for widening 38th Street) in Farlin's Subdivision of Lots 13, 14 and 15 in Brown's Subdivision of the north half of the southwest quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 22 -- 24 East 38th Street/3756 South Wabash Avenue, Permanent Tax No. 17-34-320-015)

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

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,250.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED VACANT
PROPERTIES AND AUTHORITY GRANTED TO RE-ADVERTISE
SAID PROPERTIES FOR SALE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for ten ordinances regarding the rejection of bids at the following locations:

1037 North California Avenue	1419 North Maplewood Avenue
3538 -- 3540 South Calumet Avenue	1443 North Maplewood Avenue
1817 West Haddon Avenue	3539 South Prairie Avenue
1222 -- 1224 North Kedzie Avenue/ 3209 -- 3211 West Crystal Street	2427 West Washburne Avenue
813 North Lessing Street	1347 North Wolcott Avenue

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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

1037 North California Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Enrique Gonzalez, 331 North Homan Avenue, Chicago, Illinois 60624, to purchase for the sum of \$7,050.00, the city-owned vacant property previously advertised pursuant to Council authority passed June 28, 1989, pages 2622 -- 2623.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lot 27 in Block 1 in Watriss Subdivision of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian (except the east 115 feet thereof) in Cook County, Illinois (commonly known as 1037 North California Avenue, Permanent Tax No. 16-01-408-009)

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

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

3538 -- 3540 South Calumet Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of William G. Gray, 6551 South Cottage Grove Avenue, Chicago, Illinois 60637, to purchase for the sum of \$3,500.00, the city-owned vacant property previously advertised pursuant to Council authority passed September 12, 1986, pages 33861 -- 33862.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lots 13 and 14 of Blocks 2 to 14 and 27 to 39 in Frost, Skilton & Cone's Subdivision of Lot 2 and east half of the west half of Lot 4 (except south 49 feet) in Assessor's Division of the northeast quarter of the northeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3538 -- 3540 South Calumet Avenue, Permanent Tax Nos. 17-34-311-051 and 052)

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

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

1817 West Haddon Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614, to purchase for the sum of \$18,600.00, the city-owned vacant property previously advertised pursuant to Council authority passed December 30, 1987, pages 9420 -- 9421.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lot 24 in Helmkamp's Subdivision of the southeast quarter of Block 1 in the subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1817 West Haddon Avenue, Permanent Tax No. 17-06-404-005)

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

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

1222 -- 1224 North Kedzie Avenue/
3209 -- 3211 West Crystal Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$22,220.00, the city-owned vacant property previously advertised pursuant to Council authority passed June 28, 1989, page 2639.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lots 89 and 90 in S. E. Gross' Fifth Humboldt Park Addition to Chicago in the southeast quarter of northeast quarter of Section 2, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1222 -- 1224 North Kedzie Avenue/3209 -- 3211 West Crystal Street, Permanent Tax No. 16-02-228-034)

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

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

813 North Lessing Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Andrzej J. Janusz, 6645 West Higgins Road, Chicago, Illinois 60656, to purchase for the sum of \$3,500.00, the city-owned vacant property previously advertised pursuant to Council authority passed October 30, 1986, pages 35393 -- 35394.

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

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

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

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

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

1419 North Maplewood Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of George Gutierrez and Lynn Oliver-Gutierrez, 2125 North Winchester Avenue, Chicago, Illinois 60614, to purchase for the sum of \$5,505.00, the city-owned vacant property previously advertised pursuant to Council authority passed April 27, 1988, page 12670.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lot 32 in Block 6 in Winslow, Jacobson and Tallman's Subdivision of northeast quarter of northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1419 North Maplewood Avenue, Permanent Tax No. 16- 01-213-016)

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

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

1443 North Maplewood Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of George Gutierrez, 2125 North Winchester Avenue, Chicago, Illinois 60614, to purchase for the sum of \$6,110.00, the city-owned vacant property previously advertised pursuant to Council authority passed April 27, 1988, pages 12665 -- 12666.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which

is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 42 in Block 6 in Winslow, Jacobson and Tallman's Subdivision of the northeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1443 North Maplewood Avenue, Permanent Tax No. 16-01-213-006)

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

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

3539 South Prairie Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Louisea Storey, 4707-B North Paulina Street, Chicago, Illinois 60640, to purchase for the sum of \$2,000.00, the city-owned vacant property previously advertised pursuant to Council authority passed September 9, 1987, pages 3375 -- 3376.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lot 5 in Dale and Others Resubdivision of the south 11-5/12 feet of Lot 12 and Lots 13 to 23 inclusive in Dale's Subdivision of the west half of the east half of the north 10 acres of Nelson & Others Subdivision in the west half of the northeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3539 South Prairie Avenue, Permanent Tax No. 17-34-310-013)

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

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

2427 West Washburne Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Ollie Mae Harrison, 2429 West Washburne Avenue, Chicago, Illinois 60608, to purchase for the sum of \$1,200.00, the city-owned vacant property previously advertised pursuant to Council authority passed June 14, 1989, page 1917.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lot 31 in Court Commissioners' Subdivision of Lot 1 (except the north 4 acres thereof) in Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2427 West Washburne Avenue, Permanent Tax No. 16-24-205-045)

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

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

1347 North Wolcott Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Jeannine Boyum and Alan P. George, 575 West Madison Street, Nos. 1209 and 2809, Chicago, Illinois 60606, to purchase for the sum of \$25,010.00, the city-owned vacant property previously advertised pursuant to Council authority passed June 14, 1989, pages 1920 -- 1921.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

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

Lot 18 in Picket's Addition to Chicago being Lots 3 and 8 of Assessor's Division of part of the northeast quarter of (except 1 acre in northwest corner of Lot 8) west half of northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1347 North Wolcott Avenue, Permanent Tax No. 17-06-217-013)

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

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

REPEAL OF ORDINANCES WHICH AUTHORIZED SALE OF
PROPERTY AT SPECIFIED LOCATIONS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services repealing the sale of city-owned properties at the following locations:

1327 -- 1331 South Independence Boulevard;

1338 -- 1340 South Independence Boulevard; and

436 -- 442 East 46th Place,

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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

*1327 -- 1331 South Independence Boulevard And
1338 -- 1340 South Independence Boulevard.*

WHEREAS, The City Council heretofore approved the sale to The Boulevard Homes, 1259 South Halsted Street, Chicago, Illinois 60607:

Real Estate Numbers: 5559 and 4815
Address: 1327 -- 1331 South
Independence Boulevard

Amount: \$4,300.00
Permanent Tax Numbers: 16-23-
111-026 and 16-23-111-027

Legal Description

Lots 12, 13, and 14 in Block 2 in Vance and Phillips Boulevard Addition in the northwest quarter of Section, Township 39 North, Range 13, East of the Third Principal Meridian, in the Cook County, Illinois;

Real Estate Number: 1862
Address: 1338 -- 1340 South
Independence Boulevard

Amount: \$3,000.00
Permanent Tax Number: 16-23-
110-031

Legal Description

Lot 31 (except that part described as follows: beginning at a point 79 feet 4-3/8 inches west of the southeast corner of said lot; thence west along the south line of said Lot 31, 53 feet 4-3/8 inches; thence north 8-1/4 inches; thence east to a point 3-1/2 inches to place of beginning) and all of Lot 32 in Block 5 in Frank Wells and Company's Boulevard Subdivision of the northwest quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

now, therefore,

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

SECTION 1. The ordinance adopted by this body on September 12, 1986, pages 33852 -- 33853 of the City Council Journal, approving the sale of these properties to The Boulevard Homes, 1259 South Halsted Street, for said above cited properties, hereby be repealed. The Boulevard Homes is no longer interested in these properties.

SECTION 2. The Department of General Services, Real Property Section is hereby authorized to re-offer these properties for sale to interested parties.

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

436 -- 442 East 46th Place.

WHEREAS, On October 25, 1989, Council Journal pages 5966 and 5967, the City Council approved the sale to Lisa M. Tillman and Thomas D. Philipsborn, as assigned to a partnership to be formed, 5121 South Ingleside Avenue and 418 West Webster Avenue, Chicago, Illinois, for the property commonly known as follows:

the east 10 feet of Lot 6, all of Lot 7 and the west half of Lot 8 in Block 1 in Snow and Dickenson's Subdivision of Lots 1 to 4 in Whitecomb and Warner's Subdivision of the south half of the southwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 436 -- 442 East 46th Place, Permanent Tax No. 20-03-421-029); and

WHEREAS, Thomas D. Philipsborn and Lisa M. Tillman no longer wish to purchase the above-referenced property; now, therefore,

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

SECTION 1. The ordinance adopted by this body on October 25, 1989, Council Journal pages 5966 and 5967, approving the sale of land to the above-named parties is hereby repealed.

SECTION 2. The Department of General Services is hereby authorized and directed to void the quitclaim deed for the above-referenced property, return to Lisa M. Tillman and Thomas D. Philipsborn their deposit monies totalling \$1,000.00, and re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO
NEGOTIATE FOR ACQUISITION OF PROPERTY
LOCATED AT 5718 -- 5720 WEST
NORTH AVENUE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the Commissioner of Public Works to negotiate for the acquisition of a parcel of land necessary for an addition to the North Austin Branch Library located at 5718 -- 5720 West North Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Chicago Public Library, the property legally described on Exhibit A attached hereto and commonly known as 5718 -- 5720 West North Avenue ("Property"). This property is required for an addition to the existing North Austin Branch Library at 5724 West North Avenue.

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owner for the purchase of the Property.

If the Commissioner and the owner are able to agree to a purchase price, the Commissioner is authorized to enter into an agreement to purchase the Property on behalf of the City of Chicago, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner of the Property on the purchase price or, if the owner is incapable of consenting to the sale, or the owner cannot be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of the City of Chicago for the purpose of acquiring title to the property under the City's power of eminent domain.

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

[Exhibit "A" attached to this ordinance printed on pages
17654 through 17655 of this Journal.]

EXECUTION OF LEASE AGREEMENT AT 246 OLD HIGGINS
ROAD, UNIT 6, FOR DEPARTMENT
OF AVIATION.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 246 Old Higgins Road, Unit 6, for the Department of Aviation (Lease No. 14100), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 17656)

Exhibit "A".**(Page 1 of 2).**

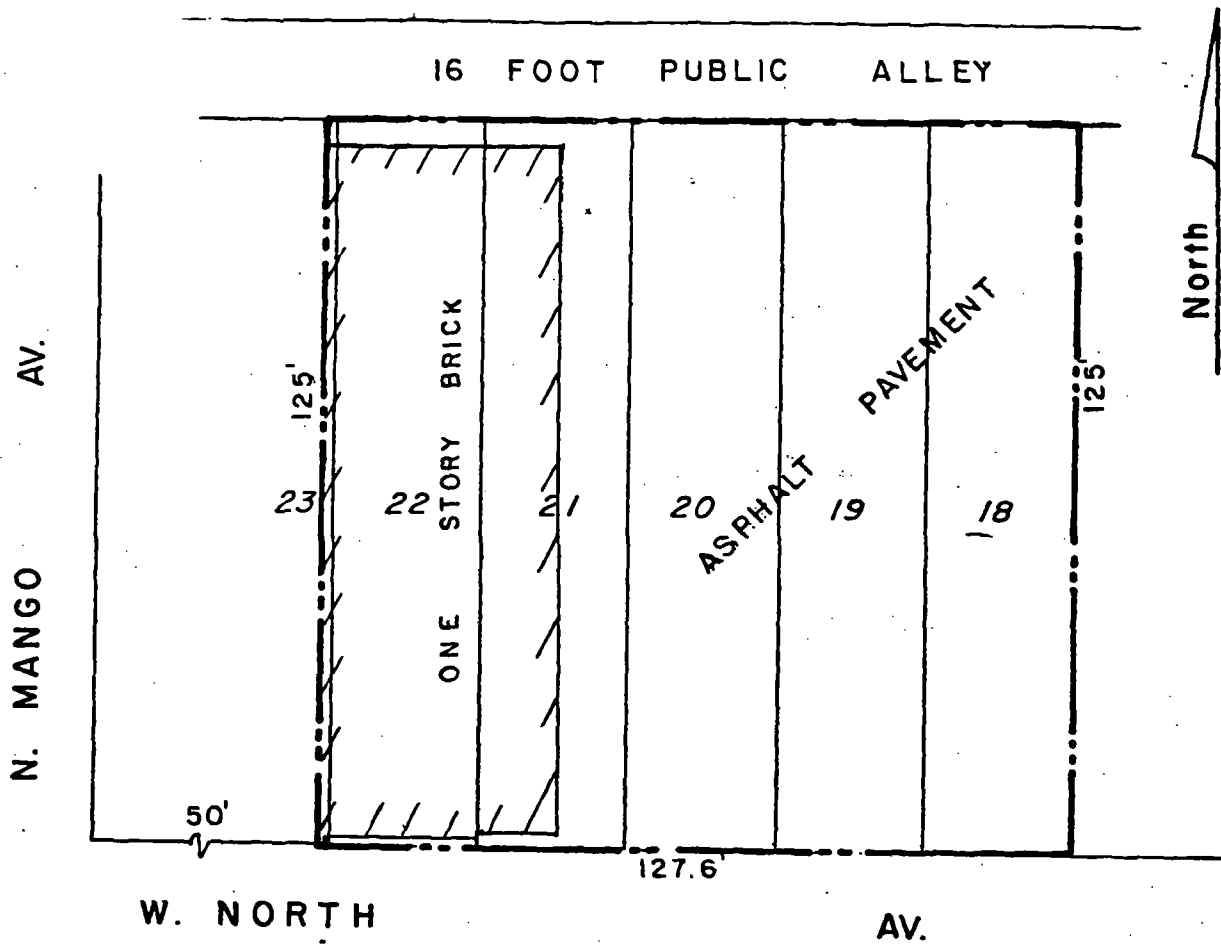
Lots 18 to 22 both inclusive and Lot 23 (except the west 22.40 feet) in Block 2 in Keeney's North Avenue Subdivision of Lots 2, 3 and 4 in County Clerk's Division of the southeast quarter of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian (except that part of Peck's Addition not vacated) in Cook County, Illinois.

Commonly known as 5718 -- 5720 West North Avenue, Chicago, Illinois.

Exhibit "A".

(Page 2 of 2).

Blk. 2 in Keeney's North Av. Sub. of lots 2,3 & 4 in County Clerk's Div. of the S.E.1/4 of Sec. 32-40-13 (exc. part of Peck's Add. not vacated)



Owner: Owens Medical Building
5720 W. North Av.
Chicago, Illinois 60639

Area 15,950 Square Feet Zoned B4-1

NORTH AUSTIN BRANCH LIBRARY

(Continued from page 17653)

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Citizens Bank & Trust Company, Trust No. 66-3875 dated May 7, 1979 and Mike DeFrancesco, its sole beneficiary, as Lessor, for approximately 3,080 square feet of garage bay space located at 246 Old Higgins Road, Unit 6, Rosemont, Illinois 60018, for use by the Department of Aviation, as Lessee, such lease to be approved by the Commissioner of Aviation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17662 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations. Lessee shall serve any notice to Lessor to Frank De Francesco, Secretary/Treasurer, Tremar, Inc., P. O. Box 522, Rosemont, Illinois 60018.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand Three Hundred Fifty and no/100 Dollars (\$2,350.00) per month for the period beginning on the 1st day of May, 1990, or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of April, 1992.

Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller to Tremar, Inc., P. O. Box 522, Rosemont, Illinois 60018.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide heat, maintain plant and equipment in good operable condition.

Provide air conditioning unit for office area and maintain unit in good operable condition.

Provide hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or

moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and pay for electricity as metered on said premises.

Provide and maintain at all times:

- 1) Public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to be named as an additional insured; and
- 2) Property all risk insurance insuring the demised premises; and to present to Lessee a certificate of insurance for said insurance coverage prior to lease execution.

Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for heat, water and electricity for premises.

Have access to premises on twenty-four (24) hour basis.

Not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first hand, and Lessee will not permit any transfer by operation of law of the interest in the premises acquired through this lease, and will not permit the premises to be used for any unlawful purpose and will not permit the same to remain vacant or

unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the premises, except by written consent of Lessor, all alterations and additions to the premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein. Lessee has examined and knows the condition of the premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken (solely due to the fault of Lessee), and will keep the premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense; and upon the termination of this lease, in any way, will yield up the premises to Lessor, in good condition and repair, loss by fire, structural damage not caused by Lessee and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

If Lessee shall abandon or vacate the premises, or if Lessee's right to occupy the premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois Statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent thereby reserved, Lessee agrees to satisfy and pay all deficiency monthly rental during the remaining period of this lease.

Lessor will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for the whole time such possession is withheld, the sum of Ten Dollars per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted.

This lease is subordinate to all mortgages which may now or hereafter affect the premises.

The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

Lessor shall obtain property all risk insurance with regard to the demised premises. If the demised premises are damaged or destroyed, Lessor shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by the parties. Lessee shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. As soon as possible after such damage or destruction, Lessor shall reconstruct and replace all damaged or destroyed improvements in accordance with the approved plans and specifications and shall use insurance proceeds available from the policies carried for such purposes. Any funds needed to pay for insurance proceeds shall be furnished by Lessor.

In the event of any damage to or destruction of any buildings or improvements which Lessor and Lessee jointly determine has substantially destroyed the improvements such that they should not be repaired or restored, Lessor shall cause such buildings or improvements to be demolished to the ground level and the debris removed, using the insurance proceeds for such purpose. In such event, Lessee may by further notice to Lessor elect to terminate this lease effective on the date of giving such notice.

It shall be the duty of any bidder, proposer, or contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the inspector general in any investigation or hearing undertaken pursuant to Chapter 19 of the Chicago Municipal Code. The contractor understands and will abide by all provisions of Chapter 19 of the Municipal Code of Chicago. All contractors shall inform subcontractors of the provisions and require understanding and compliance herewith.

No member of the Department of Aviation, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or

employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

EXECUTION OF LEASE AGREEMENT AT 6348 SOUTH ARCHER
AVENUE FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 6348 South Archer Avenue for the Chicago Public Library, 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

(Continued on page 17663)

LEASE--Short Form Lease No. 14100

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 1990, between Citizens Bank & Trust Company Trust, Trust No. 66-3875 dated May 7, 1979, and Mike DeFrancesco, its sole beneficiary, and the CITY OF CHICAGO, a Municipal Corporation, as Lessor, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 3,080 square feet of garage bay space located at 246 Old Higgins Rd., Unit 6, for use by the Department of Aviation for retrofitting of neoplan wide apron buses.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May of date of occupancy which occurs later. April A. D. 1990, and ending on the 30th day of April A. D. 1992. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Frank DeFrancesco, Secretary/Treasurer, Tremar, Inc., P.O. Box 522, Rosemont, IL 60018 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at LESSOR'S own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel Real Estate Asset Manager,

By: Mike DeFrancesco, Sole Beneficiary of Trust #66-3875

Approved: Commissioner, Department of Aviation

By: Citizens Bank & Trust Company Trust, Trust No. 66-3875 dated May 7, 1979. Commissioner of General Services

(Continued from page 17661)

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Bill Doulas, Tom Doulas and George Doulas as Beneficiaries of Chicago Title & Trust Company, Trust No. 1078468, dated September 19, 1987, as Lessors, for the entire building which consists of approximately 5,200 square feet of space located at 6348 South Archer Avenue, for use by the Chicago Public Library, as Lessee; such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17676 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Asset Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may

appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: George Douglas, 6366 South Archer Avenue, Chicago, Illinois 60638.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Five Thousand Eight Hundred Seventy-two and 50/100 Dollars (\$5,872.50) per month for the period beginning on the 1st day of August, 1990 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of July, 1993;

Six Thousand One Hundred Sixty-eight and 30/100 Dollars (\$6,168.30) per month for the period beginning on the 1st day of August, 1993 and ending on the 31st day of July, 1994;

Six Thousand Four Hundred Seventy-seven and 15/100 Dollars (\$6,477.15) per month for the period beginning on the 1st day of August, 1994 and ending on the 31st day of July, 1995.

Date of occupation shall be defined as date of substantial completion of premises that is mutually agreed to by Lessor and Lessee or when the premises are ready for occupancy.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to George Douglas, 6366 South Archer Avenue, Chicago, Illinois 60638.

Lessee shall not be required to pay any monthly rental after occupation of lease for the 55th month of this lease.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for construction of the demised premises to the Lessee's specifications with the Lessor's architect developing plans and drawings consistent with said specifications and which plans and drawings Lessee has approved in writing.

It being understood and agreed between the Lessor and Lessee that Lessor's obligation to construct the demised premises to the Lessee's specifications shall be

limited to the quantities and qualities of the items contained in Exhibit "A" which is attached hereto and made a part hereof. It being further understood and agreed between the Lessor and Lessee that the Lessee shall be allowed substitutions with respect to the items contained in Exhibit "A" upon the approval of the Lessor and Lessor's architect, such approval not to be unreasonably withheld.

Any Lessee change orders in specifications, plans or drawings in addition to those items contained in Exhibit "A", final drawings, or approved substitutions shall be performed by Lessor at Lessee's cost and expense. All such construction work shall be completed by Lessor in a neat and workmanlike manner and shall be carried out in accordance with requirements, orders and limitations of all municipal, county, state and federal governmental agencies having jurisdiction therein, and in such manner that the premises when completed shall comply with all governmental requirements for the use which Lessee may make of them which said use is specified in paragraph R-4 herein below. Lessor shall obtain and pay for licenses, permits of any kind required for construction completed hereunder and necessary insurance required in connection with the specified construction work. Lessor's obligations under this provision shall survive Lessee's acceptance of the leased premises. The premises shall be ready for occupancy ninety (90) days from execution of lease. If premises are not ready for occupation within specified time at Lessee's option this lease is null and void by giving Lessor written notification and Lessee has no further obligation or liability to Lessor hereunder. However said ninety (90) days time period shall exclude holidays and weekends and shall be extended by whatever time is required to allow for delays due to acts of Lessee, strikes, acts of God, or other causes beyond control of Lessor.

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays, if necessary, whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays, if necessary, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for time clocks for H.V.A.C. system.

Provide for domestic water and maintain plumbing in good operable condition.

Provide and pay for exterminator service whenever necessary.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit and extended coverage casualty insurance for the building, with the City of Chicago to be named as additional insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have the right to repair any minor non-structural damages or repairs to the demised premises caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the demised premises upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Shall provide at no rental cost to Lessee, exclusive use of twelve (12) parking spaces in adjacent parking lot for Lessee's staff and clients only. Balance of parking lot will be common area parking for Lessee and adjacent restaurant. Lessor will pave lot within twenty-four (24) months from execution of lease.

Lessee under this lease shall:

Provide and pay for window washing of all windows in the demised premises on a reasonable basis.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Pay for electricity as metered within demised premises, including electricity for air conditioning.

Pay for heat as metered.

Pay for hot and domestic water.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence or Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for maintenance of air conditioning and heating units, provided that H.V.A.C. systems are new and have extended warranties naming the Lessee as owner/user. Copies of warranties will be given to C.P.C. at time of installation.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

- R-1 The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.
- R-2 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and Lessor shall pay for the cost and expense of same upon the presentation of invoices and for said repairs upon demand and Lessor's failure to do so shall constitute a default herein.
- R-3 Use of Premises. Lessee shall use and occupy the premises for the use of a library and for no other use or purpose. Lessee has option during term of this lease of placing another city agency in demised premises with the same terms and conditions as specified in this lease. Replacement cannot be made without written consent of the Lessor which shall not be unreasonably withheld.
- R-4 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-5 hereof and agrees, for itself, its employees, agents, clients, customers, invitees, licensees and guests, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-5 of this lease.
- R-5 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement or rent or affecting any of Lessee's obligations under this lease:

- A. Lessee shall have option to use existing sign in front of demised premises. Lessor will remove sign with thirty (30) days notice from Lessee any time after execution of lease.
- B. To prescribe the location and style of the suite number and identification sign or lettering for the premises occupied by the Lessee.
- C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
- D. Lessor shall not be liable in damage for any error with respect to admission to or eviction or exclusion from the building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Lessor reserves the right to limit or prevent access to the building during the continuance of the same, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
- E. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants, as the Lessor may determine, and the Lessee agrees to abide by all such rules and regulations, if not deemed unreasonable for the operation of their business.

R-6 **Untenantability.** If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined as more than fifty percent (50%)), of the premises or the building untenable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control.

If any such damage renders all or a substantial portion of the premises or the building untenable, the Lessor may elect (A) to terminate this Lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred twenty (120) days after the Lessor is enabled to take possession of the injured premises and undertake preconstruction or repairs, in which latter event the Lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or the premises and does not substantially complete the work within said one hundred twenty (120) day period, either party can terminate this Lease as of the date of the fire or casualty by notice

to the other party not later than one hundred thirty (130) days after the Lessor is enabled to take possession of the injured premises and undertake reconstruction or repairs. In the event of termination of the Lease pursuant to this paragraph R-6, rent shall be apportioned on a per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this paragraph R-6, in the event any such damage renders the premises untenable and if the Lease shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

R-7 Eminent Domain. If the building, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the condemnation award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or change of grade makes it necessary to make structural changes to the building to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this Lease upon not less than one hundred fifty (150) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.

R-8 Miscellaneous.

- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. Submission of this instrument for examination shall not constitute a reservation or option for the premises or in any manner bind Lessor and no lease or obligation on Lessor shall arise until this instrument is signed and delivered by Lessor and Lessee.

- C. The word "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this Lease relative to assignments) or any one or more of them in all cases where there is more than one Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organization, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.

R-9 Right Of First Refusal.

In the event that the owner of the premises intends to effect the sale of the premises during initial term of this lease or any extension of renewal thereof, which extension of renewal may include amendments hereto, the Lessee hereby is granted the exclusive right of first refusal with respect to the purchase of the premises leased hereby.

In the event that the Lessor receives and accepts a written offer to purchase said premises, Lessor shall immediately advise in writing Lessee of said event and shall in addition to said written notice provide Lessee with a copy of said agreement of offer and acceptance. Lessee shall have sixty (60) days from receipt of notice and agreement to exercise its right of first refusal as herein provided.

[Exhibit "A" attached to this Rider printed on pages
17671 through 17675 of
this Journal.]

EXECUTION OF LEASE AGREEMENT AT ONE NORTH LA SALLE
STREET FOR DEPARTMENT OF GENERAL SERVICES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

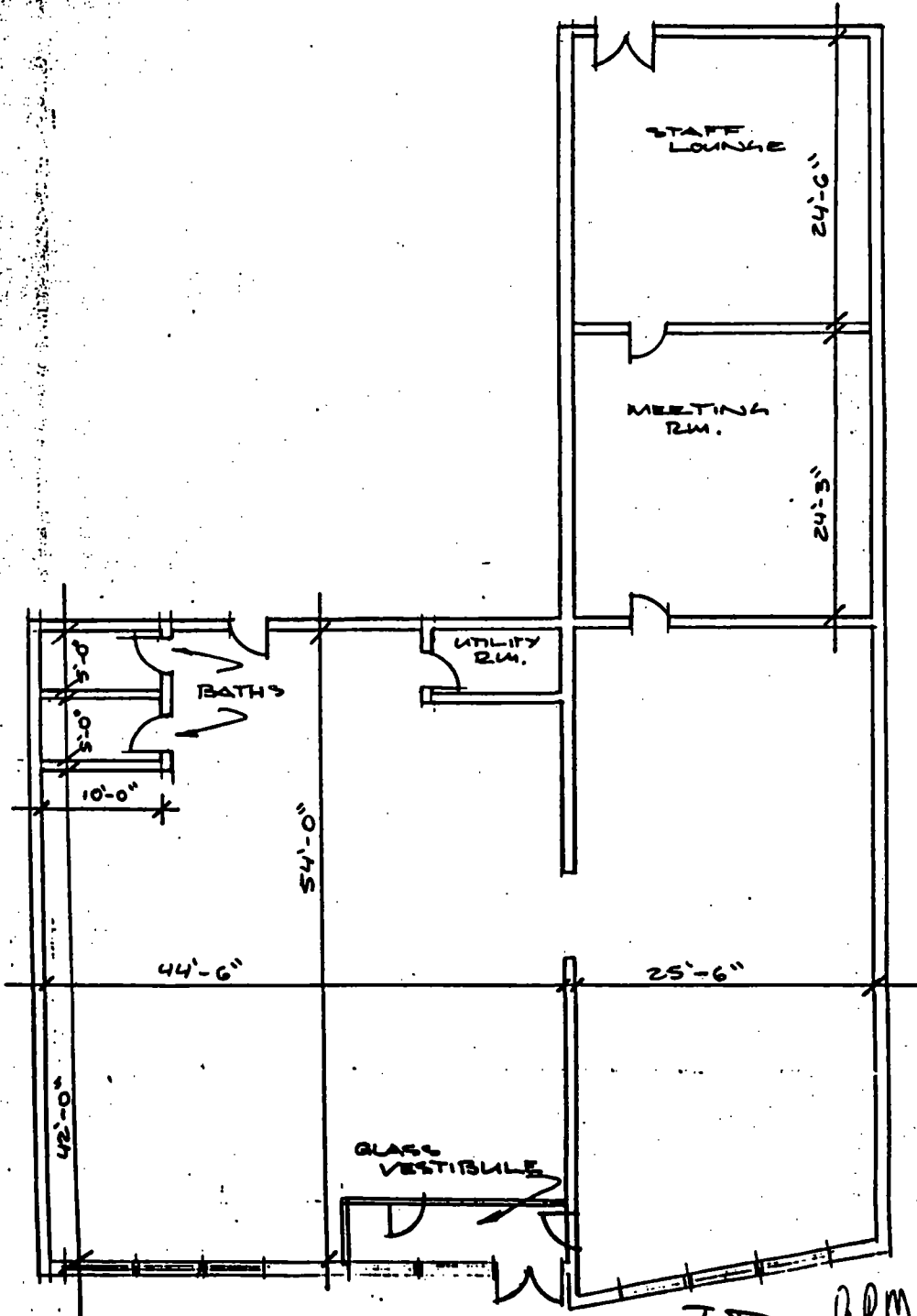
(Continued on page 17677)

Exhibit "A".

To Rider.
(1 of 5)

FLOOR PLAN

DO NOT SCALE



TD
APM
Approved

Exhibit "A".

To Rider.
(2 of 5)

BATHS

OP. BATH LOCATIONS -
WATER/WASTE LINES
HAVE TO BE RUN
FROM EXISTING BATHS.
PATH A OR PATH B.

OPTIONAL BATH
LOCATIONS

EXISTING BATHS -
TO BE REWORKED FOR
HANDICAP USE.

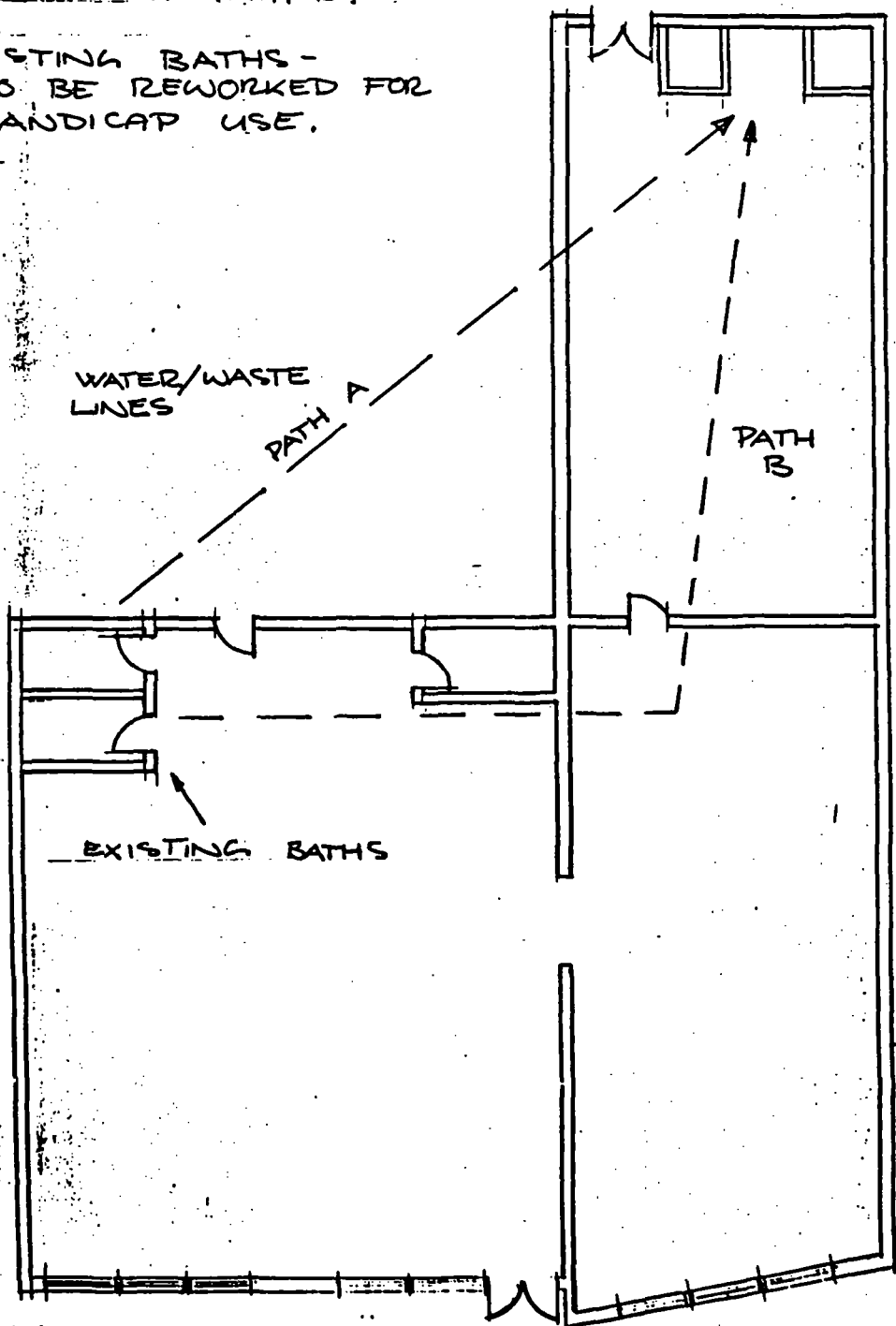
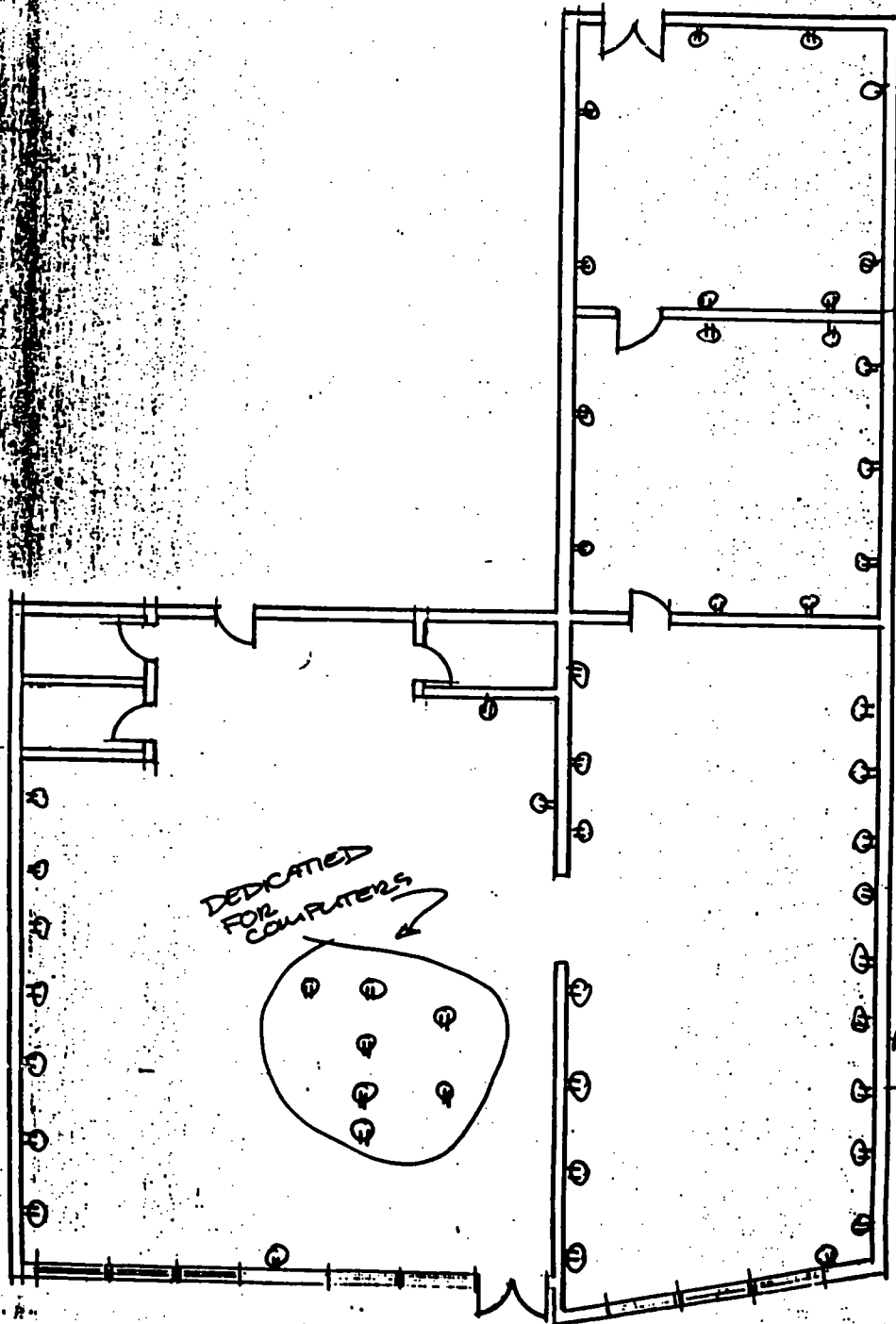


Exhibit "A".

To Rider.
(3 of 5)

OUTLETS
LAYOUT



DEDICATED
FOR
COMPUTERS

1-1
[Signature]
[Initials]

Exhibit "A".

To Rider.
(4 of 5)

FLOORING

V.C. 12" TILE

10 OUNCE CARPET W/ 5 YEAR
WARRENTY

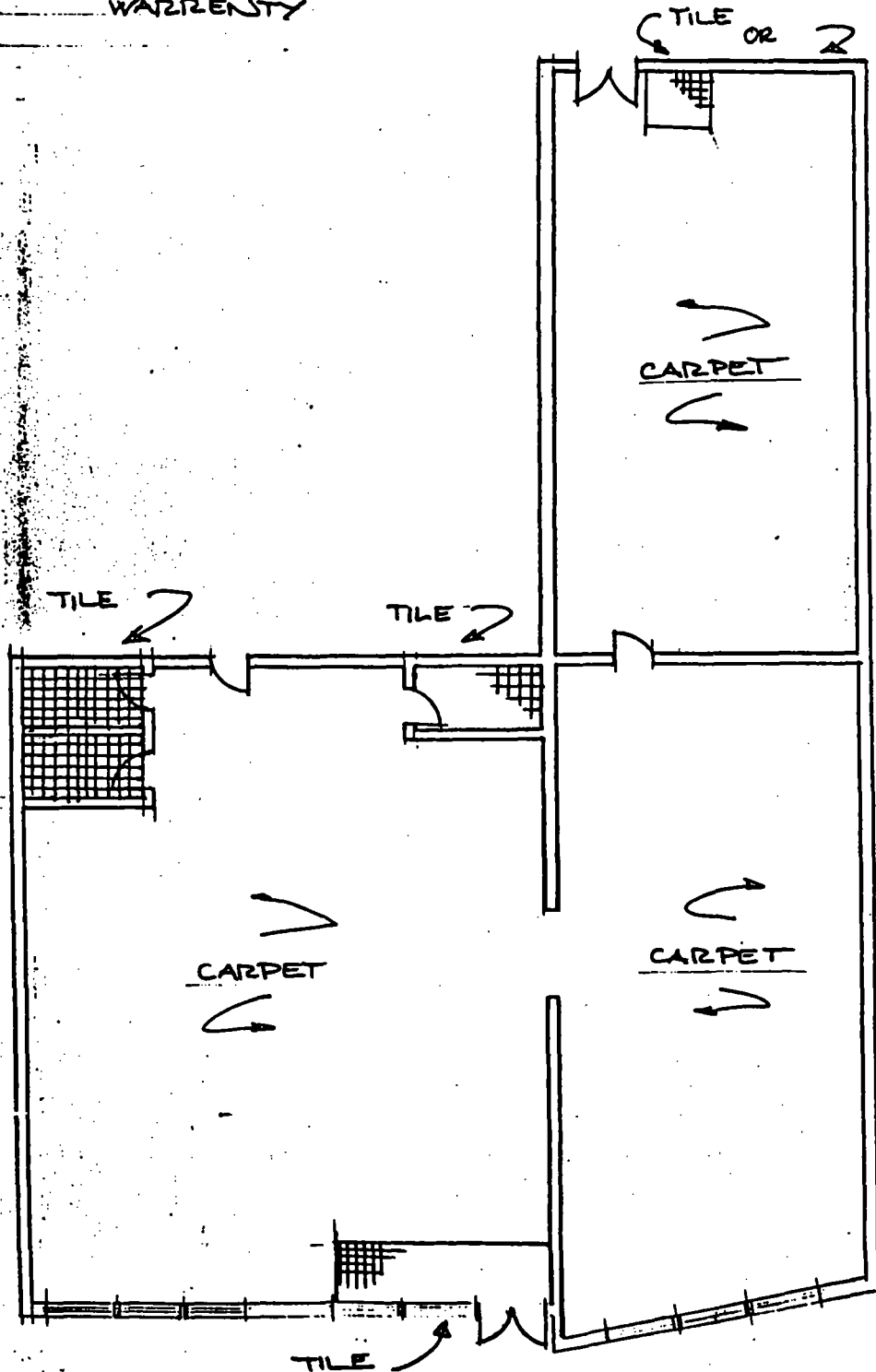
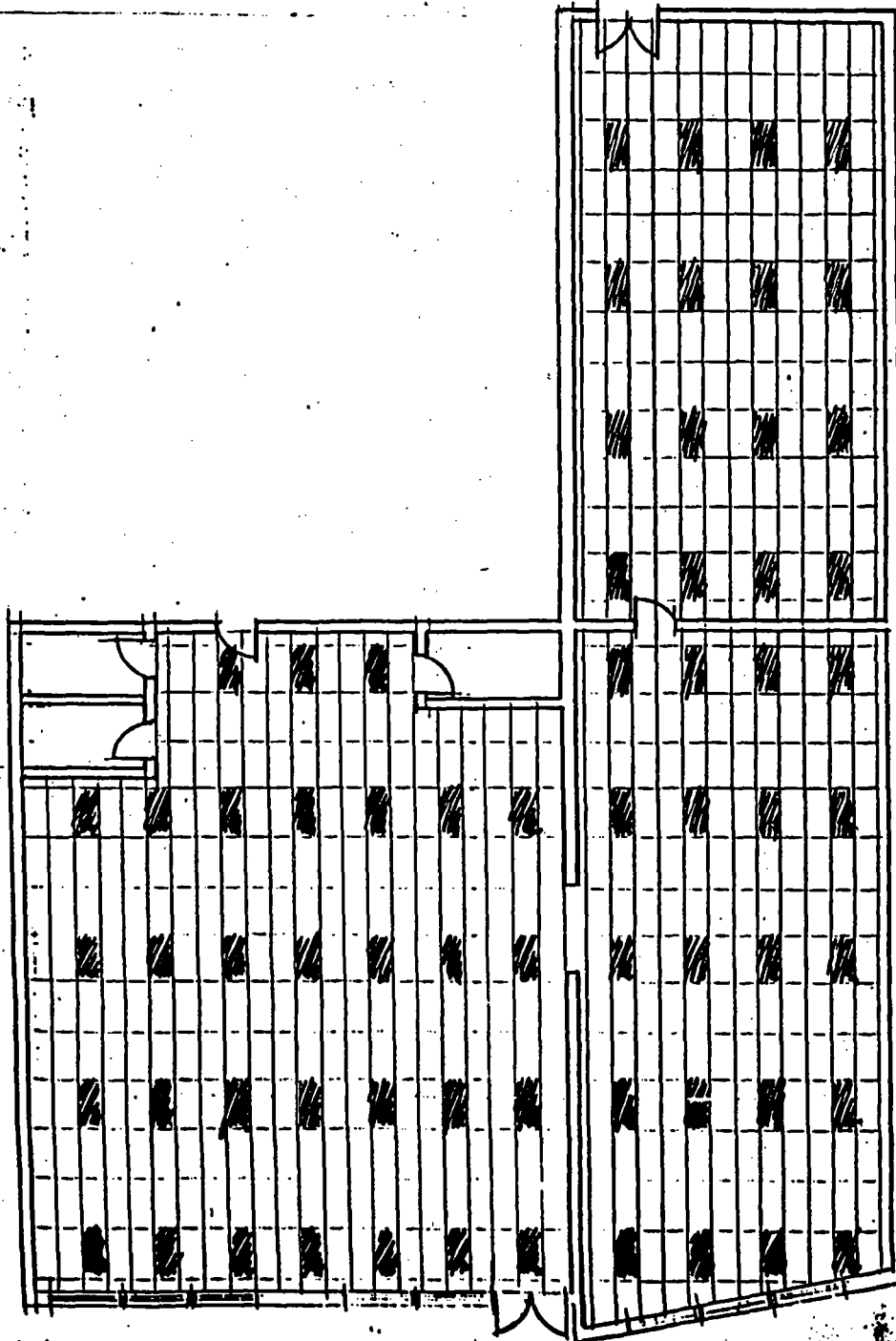


Exhibit "A".

To Rider.
(5 of 5)

CEILING S

2x4 ACOUSTICAL CEILING
2x4 FLOURESCENT FIXTURES



*ppp
@ Pn*

TS

LEASE--Short Form Lease No. 14107

Form C. O. No. 1B

City of Chicago

This Agreement,

Made this... day of... A. D. 19... between George Doulas, Tom Doulas and Bill Doulas As Beneficiaries Under Chicago and Trust Company, Trust No. 1078468, Dated September 19, 1987, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building which consists of approximately 5,200 square feet of ground floor space located at and adjacent parking lot at 6348 South Archer Avenue for use by the Chicago Public Library.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August or date of occupation whichever is later A. D. 1990, and ending on the 31st day of July A. D. 1995. Lessee has the right to terminate this lease upon ninety (90) days prior written notice anytime after forty-five (45) months from execution of lease given

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions and Occupation Date See Rider Attached Hereto and Made a Part Hereof.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the time same was original delivered thereto, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved: Assistant Corporation Counsel, Asset Manager, Real Estate, Commissioner of Chicago Public Library, President of Chicago Public Library, Commissioner of General Services

By: Bill Doulas, Tom Doulas, George Doulas, As Beneficiaries Under Chicago Title & Trust Company, Trust No. 1078468, Dated September 19, 1989. By: Chicago Title & Trust Co., Trust No. 1078468, Dated September 19, 1989

(Continued from page 17670)

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at One North LaSalle Street for the Department of General Services, 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Investment Properties Associates, as Lessor, for approximately 2,125 square feet of office space located on the 21st floor, Suite 2165, of the building located at One North LaSalle Street for use by the Department of General Services, as Lessee, such lease to be approved by the Commissioner of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17682 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Thousand Five Hundred Forty-one and no/100 Dollars (\$3,541.00) per month for the period beginning on the 1st day of July, 1990 or date of occupation, whichever comes later (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of June, 1991;

Three Thousand Seven Hundred Eighteen and no/100 Dollars (\$3,718.00) per month for the period beginning on the 1st day of July, 1991 and ending on the 30th day of June, 1992;

Three Thousand Nine Hundred Four and no/100 Dollars (\$3,904.00) per month for the period beginning on the 1st day of July, 1992 and ending on the 30th day of June, 1993;

Four Thousand Ninety-nine and no/100 Dollars (\$4,099.00) per month for the period beginning on the 1st day of July, 1993 and ending on the 30th day of June, 1994;

Four Thousand Three Hundred Four and no/100 Dollars (\$4,304.00) per month for the period beginning on the 1st day of July, 1994 and ending on the 30th day of June, 1995.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Helmsley-Spear of Illinois, Incorporated, One North LaSalle Street, Suite 1805, Chicago, Illinois 60602.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Install new carpeting in entire premises, Lessee's choice of building standard colors prior to occupation.

Paint entire premises prior to occupation.

Provide and pay for heat, maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out, weather permitting, at least three (3) times per year.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined in the sole discretion of Lessor to maintain a neat appearance.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

Maintain exterior and interior of building, including maintenance of all mechanical components and excluding normal wear.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Provide and pay for nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for 24-hour security service to the building.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof including the premises, and during operations, may close entrances, doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonably requested by Lessor and Lessee shall execute any memorandum, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein. Lessor's interest may be assigned to a Mortgagee in connection with a mortgage made on the building in which the premises are located and at said Mortgagee's request Lessee's interest shall be junior and subordinate to such interest. An appropriate subordination and non-disturbance agreement shall be executed herein providing

that so long as Lessee is not in default under this lease, its use and occupancy of the premises shall be continued.

Lessee under this lease shall:

Pay for electricity for all normal office uses (including air conditioning) within demised premises.

Pay for prorated water used for air conditioning within demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Replace light bulbs if necessary.

Additional clauses included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

The premises are not serviced by an electrical meter at this time. Pending installation of an electric meter which Lessee may do at any time at its expense, Lessee will pay Lessor as additional rent in monthly installments at the time prescribed for monthly installments of rent an amount as estimated by Lessor that the Lessee would pay for such electric energy if the same were separately metered to the premises by Commonwealth Edison Company or any other local electric utility company furnishing such services, which amount shall be at the rates then being charged to the Lessor. The present estimated amount is \$284.00 per month. Lessor shall have the right to, and at the request of Lessee shall, have a survey made by an engineer or firm experienced in such matters to ascertain what Lessee's cost for electrical energy would be if separately metered and billed to Lessee, as aforesaid, in which event the monthly amount paid by Lessee shall be in accordance with such estimate.

LEASE--Short Form Lease No. 14103

Form C O N. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Investment Properties Associates

_____ as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do es hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,125 square feet of office space on the 21st floor, Suite 2165 of the building located at One North LaSalle Street for use by the Department of General Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July for date of occupation, whichever comes later. A. D. 19 90, and ending on the 30th day of June A. D. 19 95. Lessee has the right to terminate this lease upon ninety (90) days prior written notice after twelve (12) months from date of occupation.

and the right to renew this lease for a further period of _____ on the same terms and rental by giving to the Lessor _____ days' written notice of its election to do so.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Allan D. Adducci, Helmsely-Spear of Illinois, Inc., One N. LaSalle St., Chicago, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of _____ Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at LESSOR'S own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel, Real Estate Asset Manager

Irving Schneider, General Partner, Investment Properties Associates

By _____

Commissioner of General Services

EXECUTION OF LEASE AGREEMENT AT 4942 WEST DIVISION
STREET FOR DEPARTMENT OF HEALTH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 4942 West Division Street for the Department of Health (Lease No. 10015), 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Joseph Lee and Sharon Halliday as joint tenants, as Lessor; a one-story masonry constructed building containing approximately 6,250 square feet of office space located at 4942 West Division Street. Also, an adjacent 25-foot wide fenced in lot with gravel surface having a total of 3,111 square feet to be used for parking and storage. This facility to be used as a health center by the Department of Health, as Lessee; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17688 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Thousand Two Hundred and no/100 Dollars (\$4,200.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Four Thousand Three Hundred Twenty-six and no/100 Dollars (\$4,326.00) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

Four Thousand Four Hundred Thirty-four and no/100 Dollars (\$4,434.00) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1992.

Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller to Joseph Lee, 5445 North Sheridan Road, Apartment 1015, Chicago, Illinois 60640.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Paint entire premises prior to August 1, 1990.

Repair roof if necessary.

Install fire extinguishers in attic areas prior to execution of lease.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide for central air conditioning unit in reception area when necessary for comfortable occupation of premises and maintain said air conditioning unit in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage at lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered for central air conditioning, outlets and lights only.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for repairs for damage to said premises caused by acts of vandalism by Lessee's personnel or invitees during working hours.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession

of the demised premises.

RENEWAL OF LEASE AGREEMENT AT 1455 -- 1457 WEST 79TH
STREET FOR DEPARTMENT OF HEALTH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 1455 -- 1457 West 79th Street for the Department of Health (Lease No. 10017) 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

(Continued on page 17689)

Short Form Lease No. 10015

Form C. O. No. 19

City of Chicago

his Agreement, Made this _____ day of _____

1990, between Joseph Lee and Sharon Halliday As Joint Tenants

_____ as Lessor, the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: A one story masonry constructed building containing approximately 6,250 square feet of office space located at 4942 West Division Street. Also, an adjacent 25 foot wide fenced in lot with gravel surface with a total area of 3,111 square feet to be used for parking and storage. This facility to be used as a health center by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1990, and ending on the 31st day of December A. D. 1992. Lessee has the right to terminate this lease upon one hundred twenty (120) days prior written notice anytime after execution of lease.

Notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Joseph Lee, 5445 N. Sheridan Rd., #1015, Chicago, IL 60640 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel, Asset Manager, Real Estate Agent.

By: Joseph Lee

By: Sharon Halliday

By: Commissioner of General Services

Approved: _____ Commissioner, Department of Health

(Continued from page 17687)

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago a renewal of lease from Florence Kuss, as Lessor, for approximately 4,659 square feet of office space located at 1455 -- 1457 West 79th Street for the Department of Health, as Lessee; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17693 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand Six Hundred Seventy-three and 58/100 Dollars (\$2,673.58) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Two Thousand Eight Hundred Seven and 26/100 Dollars (\$2,807.26) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

Two Thousand Nine Hundred Forty-seven and 62/100 Dollars (\$2,947.62) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1992.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Florence Kuss, P. O. Box 406, Rice Lake, Wisconsin 54868.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs within ninety (90) days from execution of lease:

Install additional water fountain near kitchen area.

Weather-strip director's office windows and all exterior doors throughout center.

Add screens on the outer doors to provide ventilation when needed.

Replace carpeting in director's office, secretary's office, medication room, Office 16, and mezzanine office located in the rear of the building.

Paint premises with white semi-gloss enamel satin finish for washability and durability.

Repair the divider in conference room.

Repair or replace rear exit door.

Hang a door on maintenance room by men's restroom.

Repair wall tile where necessary and toilet in men's restroom in back hallway.

Make all necessary plumbing repairs.

Repair floor tiles where necessary in ladies restroom in back hallway.

Replace ceiling tiles where necessary.

Provide and pay for heat, between the hours of 8:00 A.M. to 10:00 P.M., Monday through Friday and on Saturday, between the hours of 8:30 A.M. to 4:30 P.M. and maintain heating plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and maintain central air conditioning in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$500,000 combined single limit, with the City of Chicago to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for scavenger services.

Lessee under this lease shall:

Provide and pay for exterminator services on a monthly basis, or more often if required.

Provide and pay for electricity as metered on said premises including electricity for air conditioning.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

RENEWAL OF LEASE AGREEMENT AT 6254 SOUTH KEDZIE
AVENUE FOR DEPARTMENT OF HUMAN SERVICES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

(Continued on page 17694)

LEASE-Short Form Lease No. 10017

Form C. O. No. 1B

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19____, between Florence Kuss _____

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,659 square feet of office space located at 1455-57 West 79th Street for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1990, and ending on the 31st day of December A. D. 1992. Lessee has the right to terminate this lease Upon Thirty (30) days prior written notice at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Florence Kuss, P.O. Box 406, Rice Lake, Wisconsin 54868 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: ASSET Manager, Assistant Corporation Counsel, Real Estate

By: Florence Kuss

By: Commissioner of General Services

Approved: Commissioner, Department of Health

(Continued from page 17692)

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 6254 South Kedzie Avenue for the Department of Human Services (Lease No. 11005) 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Ronald Fornaciari, as Lessor, for approximately 1,575 square feet of office space consisting of five (5) offices on the 2nd floor at 6254 South Kedzie Avenue, to be used by the Department of Human Services, as Lessee, such lease to be approved by the Commissioner of the Department of Human Services, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17698 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Seven Hundred Sixty-four and no/100 Dollars (\$764.00) for a period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1990;

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Ronald Fornaciari, 10259 Chaucer Street, Winchester, Illinois 60153.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Replace/repair lights in office areas and hallways and all windows that are cracked or broken when necessary.

Provide door checks for inner front door.

Plaster and paint where necessary along hallways.

Wash windows semi-annually.

Provide and replace fuses as needed.

Clean furnace heat ducts when necessary.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning unit, maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial services shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide, pay for and maintain at all times public liability insurance of \$500,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure. The Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

EXECUTION OF SUBLEASE AGREEMENT AT 180 NORTH
LA SALLE STREET FOR DEPARTMENT OF LAW.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a sublease at 180 North LaSalle Street for the Department of Law, 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 unanimous vote of the members of the committee with no dissenting vote.

(Continued on page 17699)

LEASE--Short Form Lease NO. 11005

Form C. O. No. 1B

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Ronald Fornaciari (sole owner) _____

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee: _____ as Lessor

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,575 square feet of office space consisting of five (5) offices on the second (2nd) floor at 6254 South Kedzie Avenue for the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1989, and ending on the 31st day of December A. D. 1990. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Ronald Fornaciari, 10259 Chaucer St., Westchester, IL 60153 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor. Lessor shall comply with the provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Chief Assistant Corporation Counsel Asset Manager Real Estate

By: Ronald Fornaciari CITY OF CHICAGO

Commissioner of Human Services

By: Commissioner of General Services

(Continued from page 17697)

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a sublease between Greenbaum, Browne, Cain & Dolin, Limited, an Illinois professional corporation, as Lessor, and the City of Chicago, a municipal corporation, as Lessee, for approximately 16,041 square feet of office space located at 180 North LaSalle Street, Chicago, Illinois for use by the Law Department. The lease is subject to approval as to form and legality by the Corporation Counsel in substantially the following form:

[Sublease Agreement immediately follows Section 2 of this ordinance.]

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

Sublease Agreement attached to this ordinance reads as follows:

Sublease.

This sublease (the "Sublease") is entered into this _____ day of _____, 1990 by and between Greenbaum, Browne, Cain & Dolin, Ltd., an Illinois professional corporation (formerly known as Greenbaum & Gold, Ltd. and successor in interest to Greenbaum, Browne, Cain, Wolf & Dolin, Ltd., Greenbaum & Browne, Ltd., and Hirschtritt, Hirschtritt & Gold, P.C.), (the "Sublessor") and the City of Chicago, a municipal corporation (the "Sublessee").

Sublessor is the tenant under that certain Office Lease, as amended, (the "Master Lease") dated January 20, 1983 by and between American National Bank and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated November 30, 1970, and known as Trust No. 30503 (the "Lessor") and Sublessor, as tenant, a copy of which is attached hereto as Exhibit A, for certain space commonly known as Suites 3100 and 3125, located at 180 North LaSalle Street, Chicago, Illinois 60601 (the "Premises").

Sublessor has agreed to sublease to Sublessee, and Sublessee has agreed to sublease from Sublessor, all of the Premises.

Now, Therefore, In consideration of the conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sublessee and Sublessor hereby agree as follows:

1. Sublessor hereby leases to Sublessee and Sublessee hereby leases from Sublessor all of the Premises, being approximately 16,041 square feet, the ("Subleased Premises").
2. The term ("Term") of this Sublease shall commence on August 1, 1990 (the "Commencement Date") and end on May 31, 1993 unless sooner terminated as provided herein or in the Master Lease.
3. Sublessee shall pay Sublessor as annual rent for the Subleased Premises an amount equal to Twenty-five and no/100 Dollars (\$25.00) per square foot payable in equal monthly installments of Thirty-three Thousand Four Hundred Eighteen and 75/100 Dollars (\$33,418.75) on the first day of each month of the Term; provided, however, monthly installments for August, September, October, November and December of 1990 and January of 1991 shall accrue, but shall not become due and payable until January 15, 1991. Thereafter, commencing February 1, 1991, all monthly installments of rent shall be due and payable on the first day of each month of the Term.
4. Sublessor hereby agrees on or before July 31, 1990 to paint and touch up, where necessary, as determined solely by Sublessor, the walls of the Subleased Premises.
5. Sublessor hereby acknowledges and agrees that all built-in shelving and cabinets in those areas previously used by Sublessor as conference rooms, lunch room, file room and library, shall remain a part of the Subleased Premises for the use and benefit of Sublessee.

6. Notwithstanding anything contained herein to the contrary, this Sublease is contingent upon and shall have no force or effect until:

(i) Sublessee has received the approval of the City Council of the City of Chicago to enter into this Sublease. Sublessee shall have until July 15, 1990 to obtain such approval; and

(ii) Sublessor has been informed that the Landlord, under the Master Lease, has not elected to recapture the Premises pursuant to and in accordance with paragraph 12(b) of the Master Lease.

7. Sublessee hereby acknowledges that it has been informed that a portion of the Subleased Premises is, as of the date hereof, occupied by certain subtenants (collectively the "Current Tenants") and that in the event any of the Current Tenants require additional time to vacate such portion of the Subleased Premises, this Sublease shall not terminate and Sublessor shall not be liable to Sublessee for damages, consequential or otherwise, as long as the Current Tenants vacate the Subleased Premises no later than August 31, 1990. If Current Tenants vacate Subleased Premises after July 31, 1990, Sublessee shall be entitled to a credit on a pro rata basis for the time and space occupied by the Current Tenants from August 1, 1990 until they vacate the space as Sublessee's sole remedy.

8. Upon not less than 24 hours notice from Sublessor to Sublessee, Sublessor shall have the right to enter the Subleased Premises during normal business hours to inspect the same.

9. Sublessor agrees to pay Landlord the Rent as set forth in the Master Lease. In the event Sublessee pays Sublessor the Rent as set forth in this Sublease and Sublessor fails to pay Landlord the Rent as set forth in the Master Lease, Sublessee shall have the right after 30 days' notice, during which time Sublessor may cure any default, to pay directly to the Landlord the Rent as set forth in the Master Lease, and in such event, Sublessee shall have the right to (i) offset against future rent payments hereunder all amounts paid to the Landlord and (ii) during any period of such nonpayment by the Sublessor, pay the Rent as set forth in this Sublease directly to the Landlord from and after the date on which Sublessor fails to pay the Rent as set forth in the Master Lease to the Landlord. In the event the term of this Sublease commences or ends on other than the first day of the month, the rent for such month shall be prorated, based upon the number of days remaining in such month.

10. Sublessee acknowledges that it has had ample opportunity to, and in fact has inspected the Subleased Premises; and, agrees that, except as provided herein, it is leasing the Subleased Premises from Sublessor in its "as-is" condition, and that Sublessor has made no representation or warranty with respect to the condition of the Subleased Premises.

11. The definitions, terms, and conditions of the Master Lease, as amended, shall be incorporated in full in this Sublease with the following modifications: (i) the term "Sublease" shall be substituted for the term "Lease"; (ii) the term "Sublessor" shall be substituted for the term "Landlord"; (iii) the term "Sublessee" shall be substituted for the term "Tenant"; (iv) the term "annual rent" as provided for under this Sublease shall be substituted for the term "base rent"; (v) the term "Subleased Premises" shall be substituted for the term "premises,"; (vi) paragraph 2 of the Master Lease, Rent Adjustment, shall not apply to this Sublease; and (vii) the Sublessee shall have no rights relative to any options.

12. Sublessee shall be bound by and agrees to comply with all of the terms and conditions of the Master Lease as if Sublessee had executed the Master Lease as the tenant thereunder.

13. Any and all notices given in connection with this Sublease shall be deemed adequately given only if in writing and (a) personally delivered, (b) sent first class registered or certified mail, return receipt requested, postage prepaid, to the party for whom such notices are intended or sent by other means at least as fast and reliable as first class mail or (c) sent by telefacsimile provided a hard copy is mailed on that date. A written notice shall be deemed to have been given to the recipient party on the earlier of (1) on the date personally delivered, (2) on the date shown for delivery if sent by air courier to the appropriate address shown below, provided the records of that courier show delivery on that date, (3) the date the telefacsimile is sent, (4) the date it shall be delivered to the address required by this Agreement, or (5) with respect to notices sent by mail or air courier, the date as of which the postal service or air courier shall have indicated such notices to be undeliverable at the address required by this Agreement. Any and all notices referred to in this Agreement, or which either party desires to give to the other, shall be addressed as follows:

If To Sublessor, c/o:

Sachnoff & Weaver, Limited
30 South Wacker Drive
29th Floor
Chicago, Illinois 60606
Attention: Mr. David F. Browne
 Mr. Neil Greenbaum
Telefacsimile Number: (312) 207-6400

If To Sublessee:

Cosmo J. Briatta
Asset Manager
Department of General Services
320 North Clark Street, Room 502
Chicago, Illinois 60610

or to such other address or Telefacsimile number as the person to whom notice is to be given may have furnished to the other in writing in accordance herewith.

6/27/90

REPORTS OF COMMITTEES

17703

In Witness Whereof, The undersigned have executed this Sublease as of the date first above written.

Sublessor:

Greenbaum, Browne, Cain, Dolin, Ltd.,
an Illinois professional corporation

By: _____

Sublessee:

The City of Chicago,
a municipal corporation

By: _____

[Exhibit "A" attached to this Sublease unavailable at time
of printing.]

RENEWAL OF LEASE AGREEMENT AT 1902 -- 1904 WEST
CERMAK ROAD FOR MAYOR'S OFFICE OF
EMPLOYMENT AND TRAINING.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 1902 -- 1904 West Cermak Road for the Mayor's Office of Employment and Training, 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal from Frank Torre, sole owner, as Lessor, for approximately 4,000 square feet of office space on the first (1st) floor located at 1902 -- 1904 West Cermak Road, for use by the Mayor's Office of Employment and Training, as Lessee, such lease to be approved by the Director of the Mayor's Office of Employment and Training and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17712 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Asset Management, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: F. T. Corporation, Attention: Frank Torre, 2875 West Cermak Road, Chicago, Illinois 60623.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Thousand Six Hundred Fifty and no/100 Dollars (\$3,650.00) per month for the period beginning on the 1st day of August, 1990, or date of occupation whichever is later (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of July, 1991.

Three Thousand Seven Hundred Ninety-six and no/100 Dollars (\$3,796.00) per month for the period beginning on the 1st day of August, 1991 and ending on the 31st day of July, 1992.

Three Thousand Nine Hundred Forty-seven and no/100 Dollars (\$3,947.00) per month for the period beginning on the 1st day of August, 1992 and ending on the 31st day of July, 1993.

Four Thousand One Hundred Forty-four and no/100 Dollars (\$4,144.00) per month for the period beginning on the 1st day of August, 1993 and ending on the 31st day of July, 1994.

Four Thousand Three Hundred Fifty-one and no/100 Dollars (\$4,351.00) per month for the period beginning on the 1st day of August, 1994 and ending on the 31st day of July, 1995.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to F. T. Corporation, 2875 West Cermak Road, Chicago, Illinois 60623.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for construction of the demised premises to the Lessee's specifications as specified in Exhibit "A" with the Lessor's architect developing plans and drawings consistent with said plans and drawings and which specifications Lessee has approved in writing.

It being understood and agreed between the Lessor and Lessee that Lessor's obligation to construct the demised premises to the Lessee's specifications shall be limited to the quantities and qualities of the items contained in Exhibit 1 which is attached hereto and made a part hereof. It being further understood and agreed between the Lessor and Lessee that the Lessee shall be allowed substitutions with respect to the items contained in Exhibit 1 upon the approval of the Lessor and Lessor's architect, such approval not to be unreasonably withheld.

Any changes Lessee orders in specifications, plans or drawings in addition to those items contained in Exhibit 1, final drawings, or approved substitutions shall be performed by Lessor at Lessee's cost and expense. All such construction work shall be completed by Lessor in a neat and workmanlike manner and shall be carried out in accordance with requirements, orders and limitations of all municipal, county, state and federal governmental agencies having jurisdiction therein, and in such manner that the premises when completed shall comply with all governmental requirements for the use which Lessee may make of them, which said use as specified in paragraph R-4 herein below. Lessor shall obtain and pay for licenses, permits of any kind required for construction completed hereunder and necessary insurance required in connection with the specified construction work. Lessor's obligations under this provision shall survive Lessee's acceptance of the leased premises.

Provide and pay for heat daily whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide and pay for air conditioning daily whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for maintenance of air conditioning and heating units.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit and extended coverage casualty insurance for full replacement value of the building; with the City to be named as additional insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses within demised premises.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence or Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from, or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

- R-1 The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.
- R-2 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-3 Use of Premises. Lessee shall use and occupy the premises for office use and for no other use or purpose. Lessee has option during term of this lease of placing another City agency in demised premises with the same terms and conditions as specified in this lease. Replacement cannot be made without written consent of the Lessor which shall not be unreasonably withheld.
- R-4 Untenantability. If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the premises or the building untenable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control.

If any such damage renders all or a substantial portion of the premises or the building untenable, the Lessor may elect (A) to terminate this lease as of the date of the fire or casualty by notice to the Lessee within thirty (30) days after that date; or (B) to repair, restore or rehabilitate the building or the premises at the Lessor's expense within one hundred twenty (120) days after the Lessor is able to take possession of the injured premises and undertake reconstruction or repairs, in which event the lease shall not terminate but rent shall be abated on a per diem basis while the premises are untenable. If the Lessor elects so to repair, restore or rehabilitate the building or premises and does not substantially complete the work within said one hundred twenty (120) day period, either party can terminate this lease as of the date of the fire or casualty by notice to the other party not later than one hundred thirty (130) days after the Lessor is able to take possession of the injured premises and undertake reconstruction undertake reconstruction or repairs. In the event of termination of the lease pursuant to this paragraph R-4 rent shall be apportioned on a per diem basis and be paid to the date of the fire or casualty. Notwithstanding the provisions of this paragraph R-4 in the event any such damage renders the premises untenable and if the lease

shall not be cancelled and terminated by reason of such damage, then the rent shall abate during the period beginning with the date of such damage and ending with the date when the premises are again rendered tenantable. Such abatement shall be in an amount bearing the same ratio in the total amount of rent for such period as the untenable portion of the premises from time to time bears to the entire premises.

R-5 Federal Funds. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available from the Federal government and if as a result Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

R-6 No member of the Mayor's Office of Employment and Training, or other City Board, Commission or agency, official or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

[Exhibit "A" attached to this Rider printed on
page 17711 of this Journal.]

Exhibit I attached to this Rider reads as follows:

Exhibit I.

Improvements.

1. Front entrance will include tile and ramp that is handicapped accessible.
2. Walls will be removed to form one single open unit.

3. Floor (street level) will be wall-to-wall carpeted.
4. Washrooms (1 -- mens and 1 -- ladies) will be enlarged and equipped with toilets for handicapped.
5. Porch on northwest rear of building will be converted to a lunchroom facility.
6. Basement will be finished to include an added office/classroom.
7. Parking accommodation for four (4) vehicles will be made in the rear of the building at no additional cost.

EXECUTION OF LEASE AGREEMENT AT 3920 SOUTH MICHIGAN
AVENUE FOR DEPARTMENT OF POLICE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 3920 South Michigan Avenue for the Department of Police (Lease No. 12019) 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

(Continued on page 17713)

Exhibit "A".
To Rider.



12

LOWEST POINT OF
GUTTER

20'

50'



TO BE REMOVED

ONLY SUPPORTING
BEAMS



WALLS
TO BE REMOVED

WASH ROOM



SEE SPECIFICATIONS
SHEET 17/18/19/20
REVISION

STAIRWAY
ENCLOSURE

FRONT ENTRANCE
RAMPS

CERNAK RD.

LEASE-Short Form Lease No. 14106

Form C O No. 1B

City of Chicago

This Agreement, Made this..... day of.....

A. D. 19... between Frank L. Torre, sole owner..... as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,000 square feet on the first (1st) floor as office space at 1902-04 West Cermak for use by the Mayor's Office of Employment and Training.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August or date of occupation whichever is later A. D. 1990, and ending on the 31st day of July A. D. 1995. Lessee has the right to terminate this lease upon ninety (90) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at F.T. Corporation, c/o Frank Torre, 2875 W. Cermak, Chicago, IL 60623 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the LESSOR

Lessor shall comply with provisions of the Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said Premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel, Real Estate, Asset Manager

Frank Torre, CITY OF CHICAGO

Director of Mayor's Office of Employment & Training

By Commissioner of General Services

(Continued from page 17710)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Record Controls, Inc., as Lessor, for approximately 41,000 square feet of warehouse space located at 3920 South Michigan Avenue, for the receiving, recording, storage and disposal of property that is recovered by the Department of Police, as Lessee, such lease to be approved by the Superintendent of the Department of Police, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17716 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Thousand Two Hundred Ninety-three and No/100 Dollars (\$4,293.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Four Thousand Four Hundred Ninety-nine and No/100 Dollars (\$4,499.00) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Record Controls, Incorporated, 1215 National Avenue, Addison, Illinois 60101.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and pay for electricity as metered on said premises.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a Certificate of Insurance for said insurance coverage at lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a Certificate of Insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for telephone service.

Have the right to terminate lease upon ninety (90) days prior written notice to the Lessor at the address cited herein.

Escort personnel recovering property out of demised premises after recovering property.

Have access to premises on a twenty-four (24) hour basis.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

LEASE--Short Form Lease No. 12019

Form C. O. No. 1B

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Record Controls, Incorporated _____

as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 41,218 square feet of warehouse space located at 3920 South Michigan Avenue for the receiving, recording, storage and disposal of property that is recovered by the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1990, and ending on the 31st day of December A. D. 1992. Lessee/has the right to terminate this lease. Upon ninety (90) days prior written notice at the address cited herein anytime after twelve (12) months from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Record Controls, Inc., 1215 National Ave., Addison, IL 60101 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the LESSOR

Lessor shall comply with all provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order LESSOR'S own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel, Real Estate _____ Asset Manager,

By: _____ Record Controls, Incorporated

By: _____ Commissioner of General Services

Approved: _____ Superintendent, Department of Police

EXECUTION OF LEASE AGREEMENT WITH MERCURY
SIGHTSEEING BOATS, INCORPORATED FOR
SUNDRY PRIVILEGES ALONG
CHICAGO RIVER.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease for Mercury Sightseeing Boats, Incorporated for sundry privileges along the Chicago River (Lease Number 30005), 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Chicago River under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services has submitted the lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said lease and the recommendation of the Department of General Services; now, therefore,

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

SECTION 1. The lease between the City of Chicago and Mercury Sightseeing Boats, Inc., which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

Chicago River Boats

Lease Agreement.

This agreement made this _____ day of _____ A.D., _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Lessor") and Mercury Sightseeing Boats, Inc., a corporation organized and existing by virtue of the laws of the State of Illinois (hereinafter called "Lessee").

Witnesseth:

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at the Chicago River, South Bank, immediately adjacent to and west of the North Michigan Avenue Bridge, Chicago, Illinois, hereinafter called "Chicago River".

This agreement shall consist of two parts:

Part I -- General Conditions; and

Part II -- Special Conditions numbered 1 to 7.

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

Part I -- General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Chicago River concrete docks, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Chicago River concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Chicago River concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fits, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

The Lessee shall not, without prior approval of Lessor, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Chicago River dock and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

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

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III.

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Lessee shall not attach, affix or permit to be attached or affixed upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of the Department of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises are not so kept by Lessee, Lessor may enter the premises without terminating the lease or interfering with the possession of said premises. Lessor shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be

responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

Article VI.

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing, it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee, or any of its agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises or facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

Lessee waives any direct or indirect liability to Lessor and further agrees to hold the City of Chicago harmless for any damage to property or loss of revenue resulting from its operation or its presence within the Chicago waterway. Any damage caused by Lessee's property will be arbitrated between the two parties without any liability or other risk to the City of Chicago.

Article VII.

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Department of General Services, City of Chicago (hereinafter called "Commissioner") for the protection of Lessor and/or Lessee. Insurance requirements

hereunder shall be subject to the sole determination of the Commissioner and/or Asset Manager.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the sole determination of the Commissioner. All policies and endorsements thereto shall name the City of Chicago as co-insured thereunder.

Upon approval by said Commissioner of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Asset Manager, Real Estate Office, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601 for incorporation within this agreement as attachments thereto. Lessee shall not commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee in continued operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any

and all regulations promulgated by Lessor or the Commissioner of General Services, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of General Services.

Article X.

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

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

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XI.

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago River premises, now in effect.

Article XII.

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIII.

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Article XIV.

Lessee shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XV.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVI.

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and to the Asset Manager, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610, and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Robert L. Agra
922 South Valley Lane
Palatine, Illinois 60067-7159

Article XVII.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XVIII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XIX.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XXI.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

Part II -- Special Conditions.

I. Premises.

A. Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 200 lineal feet of concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and west of the North Michigan Avenue Bridge.

B. Storage Area

Lessee shall have the exclusive use of approximately 1,500 square feet of storage room space located under main staircase.

C. Additional Area

Lessee shall have the exclusive use of approximately 395 square feet of a recessed cinder block ticket booth located on demised premises.

Lessee shall have nonexclusive use of dock area and Michigan Avenue stairs.

II. Purpose.

Lessee shall use the premises to operate a sightseeing business which consists of the Skyline Princess and Skyline Queen vessels and for no other purpose whatsoever.

III. Term.

The term of this agreement shall begin on January 1, 1990 and terminate December 31, 1990.

IV. Cancellation.

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

V. Rental.

A. Dock Area

January 1, 1990 through December 31, 1990.

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Twenty-three Thousand and no/100 Dollars (\$23,000.00) at the rate of One Hundred Fifteen and no/100 Dollars (\$115.00) per lineal foot paid in the following payment schedule:

Twenty-five percent (25%) payable by April 1, 1990. Twenty-five percent (25%) payable by June 1, 1990. Twenty-five percent (25%) payable on August 1, 1990. The final twenty-five percent (25%) payable October 1, 1990.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1990 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1st of 1990. (Based on previous years gross sales.)

2. Balance on or before 1st day of December, 1990.

Gross Sales -- Defined

Gross sales are defined to include the entire gross receipts received by Lessee of every kind and nature from sales and services made in, upon or from the premises, except the amount of all sales tax receipts and similar taxes and charges which must be accounted for by Lessee to any government or governmental agency. Notwithstanding the foregoing, Gross Sales shall not include gross receipts received by third-party contractors, sublessees, licensees and concessionaires permitted pursuant to Article II of General Conditions (collectively "Third Parties"); provided, however, that Gross Sales shall include any amounts paid by such Third Parties to Lessee for the privilege of rendering services or selling goods on the premises or subleasing or licensing a portion thereof. Additionally, Lessee shall be entitled to deduct from Gross Sales amounts paid to any Third Party which renders services or sells goods which are not provided by Lessee as part of its customary and usual business.

The following are examples to illustrate the handling of Gross Sales:

- 1) Lessee allows a charity event to be held in the premises at no charge. The organization sponsoring the event receives \$20,000 from the charity event. There are no Gross Sales because there are no receipts by Lessee.
- 2) A record company pays Lessee \$5,000 for the right to hold a private party in the premises and provides its own food and beverages. Lessee receives no money from the sale of such food and beverages. Gross Sales are the \$5,000 paid by the record company for the subleasing of the premises.
- 3) Lessee contracts with a flower concessionaire to sell flowers in the premises. Lessee pays the concessionaire \$1,000 to provide its services and Lessee receives \$3,000 from the sale of flowers. Since the sale of flowers is not part of Lessee's customary and usual business, the \$1,000 paid to the concessionaire is a cost of goods sold and may be deducted from Gross Sales. Therefore, Gross Sales are \$2,000. If flower sales proceeds were received by the concessionaire, there would be no Gross Sales, but Lessee would still be allowed to deduct from its other Gross Sales the \$1,000 as a cost of goods sold. This example (3) would also apply to a situation where Lessee engages a third party caterer to cater a special event in the premises.

- 4) Lessee engages a Third Party to provide Lessee's customary and usual liquor sale service and pays such Third Party \$5,000 for rendering that service. The \$5,000 cannot be deducted from Gross Sales as a cost of goods sold since the service provided by the Third Party was a service rendered as part of Lessee's customary and usual business.

B. Storage Area

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rent of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) at the rate of one (\$1.00) Dollar and no/100 cents per square foot, payable by April 1, 1990.

- C. Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Department of General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. Operations.

- A. Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- B. Lessee shall have installed at his own expense a two-way shore communications system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
 1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board; and
 2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communications system to the full satisfaction of the Commissioner; and

3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- C. Lessee shall advise the Commissioner of General Services in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- D. Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E. Lessee fully understands and agrees that by entering into this agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this agreement.
- F. Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of General Services Office.
- G. Provide and maintain at all times public liability insurance in the amount of \$5,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additionally insured and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease. Said prior annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.
- H. Lessee will provide and pay for electrical service and telephone installation.
- I. Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

J. Garbage Provisions:

1. All dumpsters for Mercury Sightseeing Boats, Inc. will be consolidated beneath the staircase in order to not interfere with public pedestrian traffic coming through the wharf area.
2. Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpsters will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
3. The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.
4. Lessee shall provide its own scavenger service.

K. Lessee has the authority to install additional lighting. Additional lighting has to be approved by the Department of General Services prior to installation.

L. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and state statutes.

VII. Records.

Lessee shall:

- A. Maintain, in accordance with accepted accounting practice, during the term of this agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.

- B. Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, The parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

As To Form And Legality:

Assistant Corporation Counsel

Asset Manager

Commissioner of General Services

Witness

By: _____
Mercury Sightseeing
Boats, Inc.

EXECUTION OF LEASE AGREEMENT WITH WENDELLA
SIGHTSEEING CORPORATION FOR SUNDRY
PRIVILEGES ALONG CHICAGO RIVER.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease for Wendella Sightseeing Corporation for sundry privileges along the Chicago River (Lease Number 30003), 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Chicago River under the jurisdiction of the Department of General

Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services has submitted the lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said lease and the recommendation of the Department of General Services; now, therefore,

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

SECTION 1. The lease between the City of Chicago and Wendella Sightseeing Corporation, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

Chicago River Boats

Lease Agreement.

This agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Wendella Sightseeing Corporation, a corporation organized and existing by virtue of the laws of the State of Illinois (hereinafter called "Lessee").

Witnesseth:

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at the Chicago River, North Bank, immediately adjacent to and west of the North Michigan Avenue Bridge, Chicago, Illinois, hereinafter called "Chicago River".

This agreement shall consist of two parts:

Part I -- General Conditions; and

Part II -- Special Conditions numbered 1 to 7.

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

Part I -- General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Chicago River concrete docks, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Chicago River concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Chicago River concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

The Lessee shall not, without prior approval of Lessor, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Chicago River dock and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every

obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III.

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Lessee shall not attach, affix or permit to be attached or affixed upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of the Department of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises are not so kept by Lessee, Lessor may enter the premises without terminating the lease or interfering with the possession of said premises. Lessor shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

Article VI.

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialman's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing, it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Lessee, or any of its agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises or facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

Lessee waives any direct or indirect liability to Lessor and further agrees to hold the City of Chicago harmless for any damage to property or loss of revenue resulting from its operation or its presence within the Chicago waterway. Any damage caused by Lessee's property will be arbitrated between the two parties without any liability or other risk to the City of Chicago.

Article VII.

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Department of General Services, City of Chicago (hereinafter called "Commissioner") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Commissioner and/or Asset Manager.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the sole determination of the Commissioner. All policies and endorsements, thereto shall name the City of Chicago as co-insured thereunder.

Upon approval by said Commissioner of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Asset Manager, Real Estate Office, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601 for incorporation within this agreement as attachments thereto. Lessee shall not commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee in continued operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation) rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner of General Services, or

other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of General Services.

Article X.

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

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

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XI.

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago River premises, now in effect.

Article XII.

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIII.

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance the Lessee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Article XIV.

Lessee shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XV.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVI.

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, Room 502, City Hall, Chicago, Illinois 60610, and to the Asset Manager, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610, and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Robert H. Borgstrom
2711 West Gregory Street
Chicago, Illinois 60625

Article XVII.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XVIII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XIX.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XXI.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

Part II -- Special Conditions.

I. Premises.

A. Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 140 lineal feet of concrete dock and wharf area on the North Bank of the Chicago River immediately adjacent to and west of the North Michigan Avenue Bridge and approximately 60 lineal feet of concrete dock and wharf area on the North Bank of the Chicago River at the foot of North Rush Street.

B. Storage Area

Lessee shall have the non-exclusive use of approximately 1,100 square feet of storage room under main staircase.

C. Additional Area

Lessee shall have non-exclusive use of dock area and Michigan Avenue stairs.

II. Purpose.

Lessee shall use the premises to operate a sightseeing business which consists of the Wendella and Sunliner Vessels and for no other purpose whatsoever.

III. Term.

The term of this agreement shall begin on January 1, 1990 and terminate December 31, 1990.

IV. Cancellation.

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

V. Rental.

A. Dock Area -- Michigan Avenue

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Sixteen Thousand One Hundred and no/100 Dollars (\$16,100.00) at the rate of One Hundred Fifteen and no/100 Dollars (\$115.00) per lineal foot paid in the following payment schedule:

Twenty-five percent (25%) payable by April 1, 1990. Twenty-five percent (25%) payable by June 1, 1990. Twenty-five percent (25%) payable on August 1, 1990. The final twenty-five percent (25%) payable October 1, 1990.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1990 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1st of 1990. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1990.

Gross Sales -- Defined

Gross sales are defined to include the entire gross receipts received by Lessee of every kind and nature from sales and services made in, upon or from the premises, except the amount of all sales tax receipts and similar taxes and charges which must be accounted for by Lessee to any government or governmental agency. Notwithstanding the foregoing, Gross Sales shall not include gross receipts received by third-party contractors, sublessees, licensees and concessionaires permitted pursuant to Article II of General Conditions (collectively "Third Parties"); provided, however, that Gross Sales shall include any amounts paid by such Third Parties to Lessee for the privilege of rendering services or selling goods on the premises or subleasing or licensing a portion thereof. Additionally, Lessee shall be entitled to deduct from Gross Sales amounts paid to any Third Party which renders services or sells goods which are not provided by Lessee as part of its customary and usual business.

The following are examples to illustrate the handling of Gross Sales:

- 1) Lessee allows a charity event to be held in the premises at no charge. The organization sponsoring the event receives \$20,000 from the charity event. There are no Gross Sales because there are no receipts by Lessee.
- 2) A record company pays Lessee \$5,000 for the right to hold a private party in the premises and provides its own food and beverages. Lessee receives no money from the sale of such food and beverages. Gross Sales are the \$5,000 paid by the record company for the subleasing of the premises.
- 3) Lessee contracts with a flower concessionaire to sell flowers in the premises. Lessee pays the concessionaire \$1,000 to provide its services and Lessee receives \$3,000 from the sale of flowers. Since the sale of flowers is not part of Lessee's customary and usual business, the \$1,000 paid to the concessionaire is a cost of goods sold and may be deducted from Gross Sales. Therefore, Gross Sales are \$2,000. If flower sales proceeds were received by the concessionaire, there would be no Gross Sales, but Lessee would still be allowed to deduct from its other Gross Sales the \$1,000 as a cost of goods sold. This example (3) would also apply to a situation where Lessee engages a third party caterer to cater a special event in the premises.
- 4) Lessee engages a Third Party to provide Lessee's customary and usual liquor sale service and pays such Third Party \$5,000 for rendering that service. The \$5,000 cannot be deducted from Gross Sales as a cost of goods sold since the service provided by the Third Party was a service rendered as part of Lessee's customary and usual business.

B. Storage Area.

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rent of One Thousand One Hundred and no/100 Dollars (\$1,100.00) at the rate of One Dollar and no/100 (\$1.00) per square foot, payable by April 1, 1990.

C. Dock Area -- Rush Street.

Rush Street Dock is to be used for stand by only; no passenger loading or unloading is to be done at this location.

January 1, 1990 through December 31, 1990

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Three Thousand Four Hundred Eighty and no/100 Dollars (\$3,480.00) at the rate of Fifty-eight and no/100 Dollars (\$58.00) per lineal foot, payable April 1, 1990.

D. Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Department of General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. Operations.

- A. Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- B. Lessee shall have installed at his own expense a two-way shore communication system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.

1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board; and
 2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner; and
 3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- C. Lessee shall advise the Commissioner of General Services in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- D. Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E. Lessee fully understands and agrees that by entering into this agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this agreement.
- F. Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of General Services .
- G. Provide and maintain at all times public liability insurance in the amount of \$5,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additionally insured and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

- H. Lessee will provide and pay for electrical service and telephone installation.
- I. Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- J. Garbage Provisions:
1. All dumpsters for Wendella Sightseeing Corporation will be consolidated on lower Michigan Avenue on wall side of stairs in order to not interfere with public pedestrian traffic coming through the wharf area.
 2. Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster area will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
 3. The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.
 4. Lessee shall provide its own scavenger service.
- K. Lessee has the authority to install additional lighting. Additional lighting has to be approved by the Department of General Services prior to installation.
- L. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and state statutes.
- M. During the boating season the Lessee has authority to place a printed billboard measuring approximately 5' x 6' at the top of the stairs on upper Michigan Avenue.

VII. Records.

Lessee shall:

- A. Maintain, in accordance with accepted accounting practice, during the term of this agreement, and for one year after the termination or expiration thereof, and for a further period extending until the Commissioner shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.
- B. Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, The parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

Approved As To Form And Legality

Assistant Corporation Counsel

Asset Manager

Commissioner of General Services

Witness

By:

Wendella Sightseeing
Corporation

AMENDMENT NUMBER FOUR TO MOHAWK-NORTH
REDEVELOPMENT PLAN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, June 19, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance approving Amendment No. 4 to the Mohawk- North Redevelopment Plan, which amendment removes the property located at 1404 North Mohawk Street from the list of properties to be acquired by the City pursuant to the Mohawk-North Redevelopment Plan (a private redevelopment plan has been approved) 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal and the City Council heretofore approved the Mohawk-North Redevelopment Plan, as amended; and

WHEREAS, The Department of Urban Renewal, by Resolution 90-DUR-7, adopted on May 15, 1990, approved Plan Amendment No. 4 to said Plan, which Amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Said Amendment will change the Acquisition Map and the related portion of the text of the Redevelopment Plan to delete the property at 1404 North Mohawk Street from the list of properties to be acquired; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 4, together with the Plan, as amended, constitutes a Redevelopment Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 4 to the Mohawk-North Redevelopment Plan, as amended, dated May, 1990, incorporated herein by reference, having been duly considered, is hereby approved.

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

Amendment Number 4 attached to this ordinance reads as follows:

Amendment No. 4

To The Mohawk-North Redevelopment Plan.

The Mohawk-North Redevelopment Plan, as approved by the City Council in March, 1986, together with Amendment No. 1, dated December, 1986, and approved by the City Council on March 11, 1987; Amendment No. 2, dated April, 1987, and approved by the City Council on December 16, 1987; and Amendment No. 3, dated June, 1989, and approved by the City Council on October 25, 1989, is hereby amended as follows:

- Item I. Acquisition Plan.
1. The property at 1404 North Mohawk Street shall be deleted from the list of properties to be acquired.

2. The text of the Redevelopment Plan (Section IV. B. 1. b.) shall be revised to add the above-mentioned property to the list of properties to be excluded from acquisition.

Item II. Acquisition And Land Use Plan Maps.

1. Delete the Acquisition and Land Use Plan Maps dated June, 1989, and substitute those dated May, 1990.

[Acquisition and Land Use Plan Maps attached to this Amendment
Number Four printed on pages 17752 through
17753 of this Journal.]

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

**ILLINOIS GENERAL ASSEMBLY URGED TO PASS
CONSTITUTIONAL AMENDMENT INSURING
RIGHTS OF VICTIMS OF
VIOLENT CRIME.**

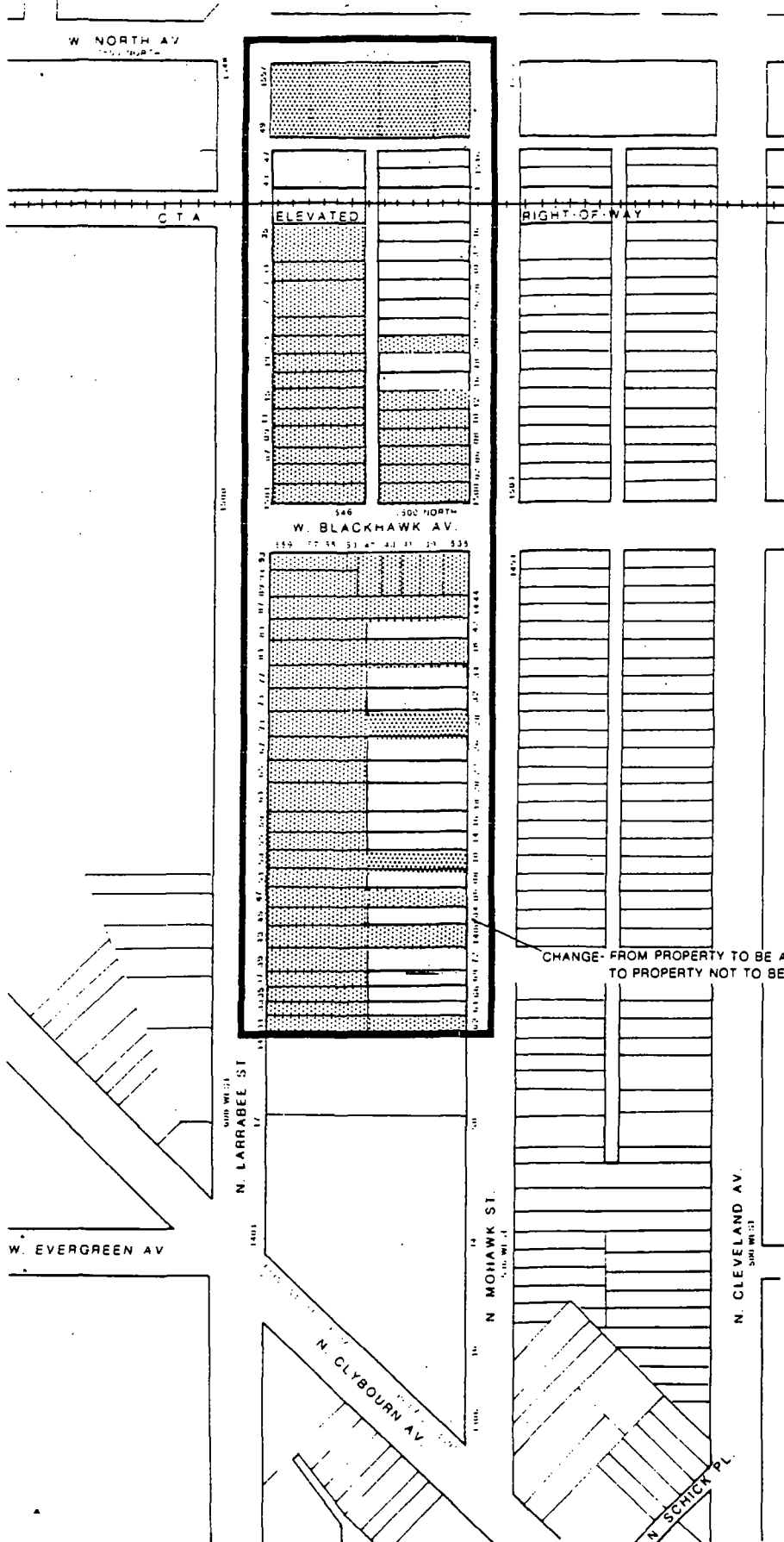
The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on April 25, 1990) memorializing the Illinois General Assembly to pass a constitutional amendment for victims' rights to insure the adequate and equitable protection and treatment of all individuals who suffer the damage and indecency of crime, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

(Continued on page 17754)






ACQUISITION MAP

SLUM AND BLIGHTED AREA
REDEVELOPMENT PROJECT

MOHAWK - NORTH

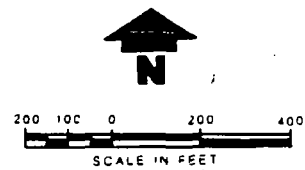
AMENDMENT NO. 4

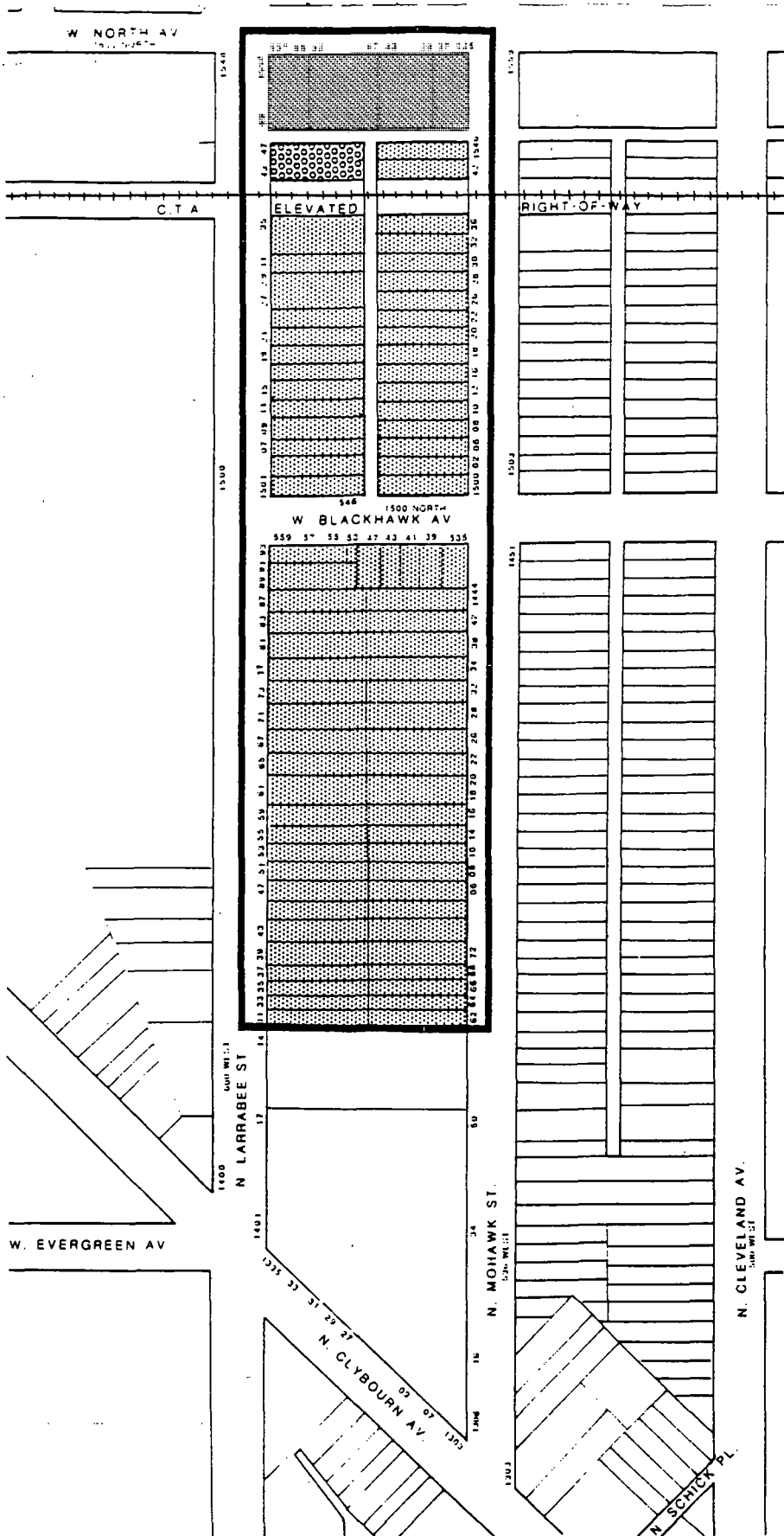
MAY, 1990

-  PROJECT BOUNDARY
-  PROPERTY TO BE ACQUIRED
-  PROPERTY NOT TO BE ACQUIRED

CHANGE FROM PROPERTY TO BE ACQUIRED
TO PROPERTY NOT TO BE ACQUIRED

DEPARTMENT OF HOUSING
CITY OF CHICAGO









LAND USE PLAN

SLUM AND BLIGHTED AREA
REDEVELOPMENT PROJECT

MOHAWK - NORTH
AMENDMENT NO. 4
MAY, 1990

-  PROJECT BOUNDARY
-  RESIDENTIAL:
LOW DENSITY
-  INSTITUTIONAL/
COMMERCIAL
-  RETAIL/BUSINESS

DEPARTMENT OF HOUSING
CITY OF CHICAGO



(Continued from page 17751)

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

Respectfully submitted,

(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman J. Evans, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The concept of the rights of victims of violent crimes is gaining wide currency and support; and

WHEREAS, Illinois has a Bill of Rights for Victims and Witnesses of Violent Crimes which is good as far as it goes. However, most victim advocate groups recommend a constitutional amendment which would encompass all crime victims and which would require constant information to such victims and their families; and

WHEREAS, The recommended wording of a constitutional amendment would be:

"The victim of crime or his or her representative shall have the right to be informed of, to be present at, and to be heard at all criminal justice proceedings at which the defendant has such rights, subject to the same rules of evidence which govern the defendant's rights."

; and

WHEREAS, Six states -- California, Florida, Michigan, Rhode Island, Texas and Washington are states which have passed such constitutional amendments; and in fact such an amendment has passed overwhelmingly when placed on the ballot. It passed by

90% in Florida, by 85% in Michigan, by 73% in Texas and by 78% in the State of Washington; and

WHEREAS, Currently there are eight other states seeking such a constitutional amendment; Maryland, Missouri and Ohio will have it on the ballot in November. Already Illinois is far behind in this great move toward helping victims of crimes; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby memorialize the Illinois General Assembly to pass a victims' rights constitutional amendment to insure the adequate and equitable protection and treatment of all those people who suffer the damage and indecency of crime.

COMMITTEE ON LICENSE.

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
147, SECTION 147-2(d) BY DISALLOWING ISSUANCE OF
NEW LIQUOR LICENSES WITHIN PORTIONS OF
SEVENTH WARD.

The Committee on License submitted the following report which was, on motion of Alderman Burke and Alderman Huels, *Deferred* and ordered published:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on License, having had under consideration a proposed substitute ordinance to amend Chapter 147, Section 147-2(d) of the Municipal Code by disallowing the issuance of new liquor licenses on portions of specified public ways in the 7th Ward; and which was referred to the Committee on License on June 7, 1990; after having heard said matter in committee on June 19, 1990, begs leave to recommend that Your Honorable Body do pass the proposed substitute ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by all members present, with no dissenting votes.

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

The following is said proposed substitute ordinance, as amended, transmitted with the foregoing committee report:

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

SECTION 1. Chapter 147 of the Municipal Code of Chicago is hereby amended in Section 147-2(d) by adding the language in italics as follows:

147-2.

* * *

(d) No license shall be issued for the sale of alcoholic liquor for consumption on the premises within the following areas:

* * *

(16) *East 87th Street (both sides) from South Yates Avenue to South Exchange Avenue; and East 79th Street (both sides) from South Yates Avenue to South South Shore Drive;*

provided, however, that this prohibition shall not apply to hotels offering restaurant service, restaurants, or to clubs within one of the areas defined above, nor the renewal of a license for the sale of alcoholic liquor for consumption on the premises, where such place of business was established and licensed prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this section.

Nothing in this subsection shall prohibit the issuance of a beer garden or late hour liquor license to a licensed establishment located within the areas specified herein, provided that the applicable requirements of this chapter are met.

For the purposes of this subsection, whenever the liquor license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition shall be issued for such premises. No direct or indirect interest in the ownership of a liquor licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a liquor licensee is transferred, who did not share

ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the liquor licensee in any twelve month period.

SECTION 2. This ordinance shall be in effect upon passage, provided, however, that the prohibition on the issuance of a license within designated areas shall not apply to a person who has submitted a completed application for a liquor license and paid the applicable fee to the Department of Revenue prior to the effective date of this ordinance.

COMMITTEE ON LOCAL TRANSPORTATION.

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER INSTALLATION OF BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 20, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration four proposed orders (which were referred May 16 and June 7, 1990) memorializing the Chicago Transit Authority to give consideration to the erection of bus passenger shelters at specified locations, begs leave to recommend that Your Honorable Body *Pass* the said proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

North Austin Boulevard And West Bloomingdale Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to install a bus passenger shelter on the southeast corner of North Austin Boulevard and West Bloomingdale Avenue, for northbound passengers.

North Austin Boulevard And West Cortland Street.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to install a bus passenger shelter on the southeast corner of North Austin Boulevard and West Cortland Street, for southbound passengers.

West Belmont Avenue And North Kilpatrick Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on West Belmont Avenue, at the southwest corner of North Kilpatrick Avenue, for eastbound passengers.

West 95th Street And South Racine Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter at the northeast corner (westbound) at West 95th Street and South Racine Avenue.

INSTALLATION OF CHICAGO TRANSIT AUTHORITY SUPERVISOR
BOOTH AT INTERSECTION OF NORTH CENTRAL AVENUE
AND WEST CORCORAN PLACE.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 20, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred June 7, 1990) requesting the Chicago Transit Authority to construct a supervisor booth at North Central Avenue and West Corcoran Place, southbound, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Transit Authority has determined by experience, the necessity of stationing supervision at various locations to monitor bus operations; and

WHEREAS, The Chicago Transit Authority has determined by experience that booths for the convenience and protection of its supervisors are invaluable; and

WHEREAS, The Chicago Transit Authority has selected as sites locations where other means of shelter are inadequate; and

WHEREAS, The number of bus routes was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a supervisor booth at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
North Central Avenue		West Corcoran Place	South	29

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the supervisor booth.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses associated with the installation, maintenance, removal or relocation of the supervisor booth.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance and removal of the supervisor booth.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the supervisor booth at its sole expense within thirty (30) days when so ordered by the City of Chicago, Department of Public Works.

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

ESTABLISHMENT OF TAXICAB STAND NUMBER 599 ON
PORTION OF EAST HURON STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 20, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on April 25, 1990) to establish Taxicab Stand No. 599 on East Huron Street, along the south curb, from a point 20 feet west of the west building line of North Michigan Avenue, to a point 100 feet west thereof, 5 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following location:

Stand No. 599

On East Huron Street, along the south curb, from a point 20 feet west of the west building line of North Michigan Avenue, to a point 100 feet west thereof, 5 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions be punished by a fine of not more than Two Hundred Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

REPEAL OF ORDINANCE WHICH ESTABLISHED
TAXICAB STAND NUMBER 368 ON PORTION
OF NORTH ASHLAND AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 20, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on April 25, 1990) to abolish Taxicab Stand No. 368 on North Ashland Avenue, along the east curb, from a point 20 feet north of the north building

line of West Chicago Avenue, extending 48 feet north thereof, 2 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council May 13, 1959, page 282 of the Journal of the Proceedings establishing the following taxicab stand:

Stand No. 368

On North Ashland Avenue, along the east curb, from a point 20 feet north of the north building line of West Chicago Avenue, extending 48 feet north thereof, 2 vehicles,

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

COMMITTEE ON MUNICIPAL CODE REVISION.**ADOPTION OF NEWLY REORGANIZED AND RENUMBERED
MUNICIPAL CODE OF CHICAGO.**

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, to which was referred on June 7, 1990 an ordinance transmitted from the Office of the Mayor, Richard M. Daley, of the City of Chicago, an ordinance adopting the Municipal Code of Chicago which has been reorganized and renumbered, begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance submitted herewith.

This recommendation was concurred in by committee members with one dissenting vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, 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, Dixon, Huels, Fary, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 40.

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. This ordinance, consisting of Titles 1 through 17, inclusive, shall be known as the Municipal Code of Chicago and shall be treated as a new and original comprehensive ordinance, completely superseding the Municipal Code of Chicago adopted August 30, 1939, and subsequent code amendments adopted prior to February 28, 1990, with the exception of the Chicago Zoning Ordinance and amendments thereto.

SECTION 2. The Corporation Counsel shall advise and assist the City Clerk in renumbering chapters and sections described in ordinances passed after February 7, 1990, amending the Municipal Code as then in effect, in order to assure that they comport with the numbering system of this Code. The revised numbers of those chapters and sections as determined by the City Clerk and the Corporation Counsel are hereby adopted for general use.

SECTION 3. The Municipal Code of Chicago shall take effect and be in force from and after its passage.

SECTION 4. The City Clerk shall keep two copies of this Code. These copies shall be printed, pasted, or otherwise mounted on paper sufficiently thick and tough to withstand heavy usage, and preserved by the City Clerk in a book or binder in loose leaf form, or in such other form as the City Clerk may consider most expedient, so that all amendments to the code and all general ordinances hereafter passed may be inserted in their appropriate places in such volumes, and all sections of this Code or ordinances repealed from time to time may be extracted therefrom for the purpose of maintaining the two copies in such condition that they will show all general ordinances passed up to date at any time to serve as a current and ready reference.

In determining whether any ordinance hereafter passed, or any part thereof, shall be inserted into the Code, and in determining the form, title, chapter and section in which it shall be inserted, the City Clerk shall be guided by the advice of the Corporation Counsel.

SECTION 5. Revisions of this Code shall be prepared and published at intervals not exceeding six months to reflect any changes in the Municipal Code during such period.

SECTION 6. No officer or employee except aldermen (as amended on its face) of the City shall issue or distribute as a publication of the City or any of its agencies, departments or officers any printed matter purporting to be an excerpt or quotation from this Code without first having submitted the printed matter to the Corporation Counsel for examination and approval as to form and accuracy.

SECTION 7. Sufficient copies of this Code shall be deposited with the Municipal Reference Librarian for general public reference and use. Sufficient copies shall be distributed to the Mayor, the aldermen, the City Clerk, the City Treasurer and the heads of the various agencies and departments of city government for their respective use. With respect to any other person or entity, this Code shall not be considered a publication of the City for purposes of distribution pursuant to Section 2-64-110.

The Mayor may reciprocate courtesies of other cities and governments by presenting to them a copy of this Code bound at City expense in such form as the Mayor deems suitable.

SECTION 8. Each section number of this Code shall consist of three component parts separated by dashes. The figure before the first dash shall refer to the title number; the figure following the first dash shall refer to the position of the chapter within a title; and the figure following the second dash shall refer to the position of the section within its chapter.

No officer or employee except aldermen (as amended on its face) of the city shall issue any written material containing any section of the Municipal Code numbered differently than as numbered herein; and no section number shall be changed by any such officer or employee in drafting any amendment to this Code. Notwithstanding the foregoing provision, the various departments and agencies of the city government may continue to use notices, citations and other documents containing references to chapter and section numbers of the Municipal Code as in effect prior to passage of this Code until December 31, 1990.

SECTION 9. Unless the context requires other interpretations, the following words and terms are defined for purposes of this Code as follows:

- (a) City -- City of Chicago;
- (b) State -- State of Illinois;
- (c) County -- County of Cook;
- (d) City Council -- the City Council of the City of Chicago;
- (e) Person -- any natural individual, firm, trust, partnership, association, joint venture, corporation or other legal entity, in his or its own capacity or as administrator, conservator, guardian, executor, trustee, receiver or other representative appointed by the court. Whenever the word "person" is used in any section of this Code prescribing a penalty or fine as applied to partnerships, associations or joint ventures, the word shall include the members thereof, and as applied to corporations shall include the officers, agents or employees thereof who are responsible for any violation of said section;
- (f) Public Way -- any sidewalk, street, alley, highway or other public thoroughfare;
- (g) Code -- the Municipal Code of Chicago as amended from time to time;
- (h) Building Code or building provisions of this Code -- all those chapters contained in Title 13;

- (i) Electrical Code or electrical regulations of this Code -- Title 14; and
- (j) Fire Code or fire regulations of this Code -- Title 15.

SECTION 10. Whenever any words in any section of this Code import the plural number, the singular shall be deemed to be included, and whenever the singular shall be used, it shall be deemed to include the plural.

Whenever the masculine gender is used in this Code, females as well as males shall be deemed to be included.

Words in the present tense shall be deemed to include the future tense.

The words "written" and "in writing" may include printing.

The word "shall" as used in this Code is mandatory.

Headings provided in the various sections of this Code are for convenience and reference only and should not be considered part of the text of any section.

SECTION 11. Reference to any section of this Code shall be understood to refer to and include the penalty provision relating thereto, unless otherwise expressly provided. In case of the amendment of any section of this Code containing provisions for which a penalty is provided in another section, the penalty so provided in such other section shall be held to relate to the section so amended, whether re-enacted in the amendatory ordinance or not, unless such penalty is specifically repealed therein.

SECTION 12. Whenever in any section of this Code the doing of any act or the omission to do any act or duty is declared to be a violation thereof, and there shall be no fine or penalty declared for such violation, any person who shall be convicted of any such violation shall be fined not less than \$25 nor more than \$500 for each such violation.

Notwithstanding any other provision of this Code to the contrary, a penalty imposed for the violation of any provision of this Code may include or consist of a requirement that the defendant perform reasonable public service. Such public service may include, but shall not be limited to, the removal of litter on public property or the maintenance of public facilities.

SECTION 13. Whenever in this Code a minimum but no maximum fine or penalty is imposed, the court may in its discretion fine the offender any sum of money exceeding the minimum fine or penalty so fixed, but not exceeding the sum of \$500.

SECTION 14. In all cases where the same offense is made punishable or is created by different clauses or sections of this Code, the Corporation Counsel may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense.

SECTION 15. The comprehensive zoning amendment passed by the City Council on May 29, 1957, as amended (Chicago Zoning Ordinance) is hereby incorporated into this Code and designated Title 17.

SECTION 16. Unless it expressly provides otherwise, no new ordinance that amends or repeals a prior ordinance shall be construed to affect any offense or act committed, or action, penalty or claim arising under the prior ordinance, except that any proceedings after the effective date of any such new ordinance shall conform, insofar as practicable, to the ordinance in effect at the time of the proceedings. If any penalty, forfeiture or punishment is mitigated by any provision of a new ordinance, such provision may, by the consent of the party affected, be applied to any judgment entered after the new ordinance takes effect.

This section shall extend to all repeals, whether express or by implication, and regardless of whether contained in an ordinance making any new provision upon the same subject or in any other ordinance.

SECTION 17. Nothing contained in this chapter shall be construed as abating any action now pending under or by virtue of any general ordinance of the city therein repealed; or as discontinuing, abating, modifying or altering any penalty accrued or to accrue, or as affecting the liability of any person; or as waiving any right of the city under any section or provision of the Municipal Code of Chicago existing at the time of the passage of this ordinance.

SECTION 18. No ordinance that repeals an ordinance repealing a former ordinance, clause, or provision shall be construed to revive the original ordinance, clause or provision.

SECTION 19. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the City Council may be fully carried out.

SECTION 20. If any part, section, sentence, clause or application of this Code shall be adjudged invalid, void and of no effect for any reason, such decision shall not affect the validity of the remaining portions of the titles, chapters, sections or other provisions of this Code, or their application to other circumstances.

At this point in the proceedings, Alderman Natarus moved to waive publication in the Journal of the Proceedings of the reorganized and renumbered Municipal Code and further moved that the reorganized and renumbered Municipal Code shall be effective upon its printing by Book Publishing Company.

The motion *Prevailed* by a viva voce vote.

COMMITTEE ON PORTS, WHARVES
AND BRIDGES.

APPOINTMENT OF MR. WILLIAM J. BRAASCH TO ILLINOIS
INTERNATIONAL PORT DISTRICT BOARD.

The Committee on Ports, Wharves and Bridges submitted the following report:

CHICAGO, June 21, 1990.

To the President and Members of the City Council:

Your Committee on Ports, Wharves and Bridges, having had under consideration a communication and report concerning the appointment of William J. Braasch as a member of the Illinois International Port District Board for a term ending June 1, 1994, begs leave to recommend that Your Honorable Body *Approve* said appointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. William Braasch to the Illinois International Port District Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

Alderman Beavers 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, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration sixteen (16) proposed orders (referred to your committee on June 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

Bloomingtondale's.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bloomingtondale's, c/o Therese A. Brennan, Special Events Manager, 900 North Michigan Avenue, to close to traffic the north half of East Ohio Street, between North Fairbanks and North McClurg Courts, for transporting guests from Bloomingtondale's to the McClurg Court Theatre in conjunction with the Chicago Premiere of "Dick Tracy" on June 11, 1990, during the hours of 7:30 P.M. and 11:00 P.M.; and also to close the south half of East Walton Street, between North Michigan Avenue and North Rush Street, for the same period for the conduct of a reception relative thereto.

Chicago Ethnic Fair, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Ethnic Fair, Incorporated, 6422 South Kostner Avenue, to close to traffic South Western Boulevard, from 12:01 A.M. on Monday, July 30 to 8:00 A.M. on Monday, August 7, 1990, for the conduct of the Chicago Ethnic Festival in the 5100, 5200, 5300 and 5400 blocks.

Chicago's New Eastside Association Limited.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Chicago's New Eastside Association Limited, 111 East Wacker Drive, Suite 1200, to close to traffic North Stetson Avenue, between East Wacker Drive and East Randolph Street, and also East Lake Street, between North Stetson Avenue and North Beaubien Court, from 10:00 A.M. on August 1, 1990 to 5:00 P.M. on August 5, 1990, for the conduct of the New Eastside Arts Works (arts festival).

Department Of Consumer Services.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Department of Consumer Services/Caroline Shoenberger, Commissioner, to close to traffic West Division Street, between North Dearborn and North State Streets on the following days for the conduct of a farmers market on June 16, 1990, from 6:00 A.M. to 3:00 P.M.; July 21, 1990, from 6:00 A.M. to 3:00 P.M.; August 18, 1990, from 6:00 A.M. to 3:00 P.M.; September 15, 1990, from 6:00 A.M. to 3:00 P.M.; and October 13, 1990, from 6:00 A.M. to 3:00 P.M.

Gerald Sims And The Friends Of 2120.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gerald Sims and the Friends of 2120, 2120 South Michigan Avenue, to close to traffic South Michigan Avenue, between East 21st Street and East Cermak Road on Thursday, June 7, 1990, during the hours of 2:00 P.M. and 10:00 P.M., for the conduct of the Landmark Reception Party.

Hotel Inter-Continental Chicago.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Hotel Inter-Continental Chicago, 525 North Michigan Avenue, to close to traffic Upper East Illinois Street, between North Michigan Avenue and the turning circle near NBC Tower, from 9:00 A.M. on Monday, June 18, 1990 to 5:00 A.M. on Wednesday, June 20, 1990, for the grand opening festivities of the Hotel Inter-Continental Chicago.

*Imperial Council Session Of 1990, Incorporated.
(Shriners Drum Corps "Ballyhoo")*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Imperial Council Session of 1990, Incorporated, to close to traffic Upper East Illinois Street, between North Michigan Avenue and the circle, on Wednesday,

July 4, 1990, during the hours of 5:00 P.M. and 12:00 Midnight, for the conduct of the Shriners Drum Corps "Ballyhoo".

*Imperial Council Session Of 1990, Incorporated.
(Shriners Parade)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Imperial Council Session of 1990, Incorporated, 600 North Wabash Avenue, to close to traffic the east one-half block of East 8th Street, between South Michigan and South Wabash Avenues on Wednesday, July 4, 1990, from 12:01 A.M. to 5:00 P.M., in conjunction with the Shriners Parade, and also grant permission for the erection of a tent and refreshment stands.

*Mayor's Office Of Special Events.
(All-Star Game Celebration/River Serenade)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events, Room 703/City Hall, to close to traffic the westbound lanes only of East Wacker Drive, between North Michigan and North Stetson Avenues, for the All-Star Game Celebration/River Serenade event, from 12:01 A.M. on Sunday, July 8 to the close of the event on Tuesday, July 10, 1990.

*Mayor's Office Of Special Events.
(Taste Of Chicago)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events, Room 703/City Hall, to close to traffic the following streets for the conduct of Taste of Chicago: East Jackson Boulevard, between South Michigan Avenue and South Lake Shore Drive, after P.M. rush hours on June 22 to July 6, 1990 before the A.M. rush hours; South Columbus Drive, between East Monroe Street and East Balbo Drive, after P.M. rush hours on June 22 to July 6, 1990 before the P.M. rush hours; and East Congress Parkway, between South Michigan Avenue and South Columbus Drive, plus the Congress Circle, after P.M. rush hours on June 22 to July 6, 1990 before the A.M. rush hours.

*Mayor's Office Of Special Events.
(Viva Chicago)*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events, 703 City Hall, to close to traffic South Columbus Drive (east side) between East Monroe Street and East Congress Parkway; and East Jackson Boulevard, between South Lake Shore Drive and South Columbus Drive, to remain closed from the Jazz Festival from August 28 to September 10, 1990, for the conduct of Viva Chicago on Saturday, September 8, 1990, from 7:00 A.M. to 12:00 Midnight on Monday, September 10, 1990.

Mont Clare Congregational Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mont Clare Congregational Church, 6935 West Medill Avenue, to close to traffic the 6900 block of West Medill Avenue for recreational purposes for the period of Saturday, July 7, 1990, from 10:00 A.M. to 10:00 P.M.; and Sunday, July 8, 1990, from 10:00 A.M. to 6:00 P.M.

Printers Row Book Fair.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Printers Row Book Fair, 343 South Dearborn Street, to close to traffic South Dearborn Street, between West Polk Street and West Harrison Street on Saturday, June 16, 1990, from 6:00 A.M. to 10:00 P.M. on Sunday, June 17, 1990; and West Polk Street, between South Plymouth Court and South Federal Street on Saturday, June 16, 1990, from 6:00 A.M. to 9:00 P.M. on Sunday, June 17, 1990, for the conduct of the 6th Annual Printers Row Book Fair.

River North Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the River North Association, 229 West Illinois Street, to close to traffic

West Illinois Street, between North Wells Street and North Franklin Street, from 12:01 A.M. on Friday, September 7 to 12:00 Midnight, September 7, 1990, for the conduct of the tenth anniversary celebration.

*University Of Chicago Foundation For Emotionally
Disturbed Children Thrift Shop.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the University of Chicago Foundation for Emotionally Disturbed Children Thrift Shop, 648 North Clark Street, to close to traffic West Erie Street, between North Clark Street and North LaSalle Drive on Thursday, June 21, 1990, during the hours of 1:00 P.M. and 10:00 P.M., for the conduct of a cocktail party honoring Minnie Leaf's thirty-five years of volunteer service and in observance of her ninety-second birthday.

WLS Television, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to WLS Television, Incorporated, 190 North State Street, to close to traffic South Michigan Avenue, between East Jackson Boulevard and East Adams Street, from 12:01 A.M. to 4:00 P.M. on Saturday, June 16, 1990; and South Michigan Avenue (southbound lane) from East Balbo Avenue to East Roosevelt Road, from 12:01 A.M. to 12:00 Noon on Saturday, June 16, 1990, to stage floats, marching bands and other parade participants, in conjunction with the fourth annual "Say No To Drugs" parade.

PERMISSION GRANTED TO VARIOUS ORGANIZATIONS FOR
SIDEWALK SALES ON SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) proposed orders (referred to your committee on June 7, 1990) to grant permission to various applicants for the conduct of sidewalk sales, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

Kham & Nate's Clothing Store.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mrs. Harris, 755 East 87th Street, for the conduct of sidewalk sales for Kham & Nate's Clothing Store at 755 East 87th Street, June 21 through June 23, 1990 during the hours of 10:00 A.M. to 7:00 P.M.; and August 23 through August 26, 1990, during the hours of 10:00 A.M. to 7:00 P.M.

Northtown Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Northtown Chamber of Commerce, 2400 West Devon Avenue, for the conduct of a sidewalk sale on both sides of West Devon Avenue, between North Bell and North Kedzie Avenues, for the period of May 24 through May 27, 1990, during the hours of 8:00 A.M. and 8:00 P.M. each day.

Sol Mazur "Z" Frank.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sol Mazur "Z" Frank, 6060 North Western Avenue, for the conduct of a sidewalk sale on North Western Avenue (both sides) between West Peterson and West Glenlake Avenues, for the period of May 21 through June 1, 1990, during the hours of 8:30 A.M. and 9:30 P.M. each day.

PERMISSION GRANTED TO SOUTH LOOP NEIGHBORS ASSOCIATION
TO CONDUCT STREET FAIR ON PORTIONS OF WEST POLK
STREET AND SOUTH DEARBORN STREET.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, June 27, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a proposed order (referred to your committee on June 7, 1990) to grant permission to the South Loop Neighbors Association for the conduct of a street fair, begs leave to recommend that Your Honorable Body *Pass* the proposed order, which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

Alderman Natarus 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 issue a permit to South Loop Neighbors Association, Box 815, 711 South Dearborn Street, for the conduct of a street fair on West Polk Street, between South Plymouth Court and South Federal Street; and on South Dearborn Street, between West Polk Street and West Harrison Street, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portions of the streets affected, as provided by said carnival ordinance, from 10:00 A.M. on Friday, September 7 to 12:00 Midnight on Saturday, September 8, 1990.

AGREED CALENDAR.

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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Sponsored by the aldermen 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 For

ALDERMAN VRDOLYAK (10th Ward):

***CONGRATULATIONS EXTENDED TO MR. AND MRS. TONY ZEFFIRO
ON THEIR GOLDEN WEDDING ANNIVERSARY.***

A resolution, presented by Alderman Huels, which reads as follows:

WHEREAS, Fate arranged the meeting of Tony Zeffiro, one of eleven children from the west side of Chicago and Helen Sturk, one of nine children from the south side of Chicago, in the 1930's when commuting to parts of Chicago was by means of street cars and elevated trains; and

WHEREAS, Such a romance resulted in a happy old-fashioned Italian marriage on July 13, 1940; and

WHEREAS, This marriage was blessed with two children, Rick and Marilyn, and now six grandchildren and two great grandchildren; and

WHEREAS, Tony and Helen Zeffiro have been dedicated residents of the southeast community of Chicago, members of the Sacred Heart Church where their children attended school, and Tony a veteran on World War II, still coordinates family gatherings on holidays, birthdays and anniversaries and any other occasion he can think of to bring family relations together; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, extend our heartiest congratulations to Tony and Helen Zeffiro on the occasion of their golden wedding anniversary and also extend our best wishes for good health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Tony Zeffiro at the celebration of this occasion to be held at the Glen Oaks Restaurant.

*CONGRATULATIONS EXTENDED TO GEORGE WASHINGTON
HIGH SCHOOL FOR SCHOLASTIC AND
ATHLETIC ACCOMPLISHMENTS.*

A resolution, presented by Alderman Huels, which reads as follows:

WHEREAS, The students and faculty of George Washington High School, 3535 East 114th Street, have distinguished themselves in a variety of achievements in scholastic and athletic accomplishments since the inception of the school in the 1950's; and

WHEREAS, The 1989--1990 school year has seen another banner year for George Washington High School, headed by Dr. Salvatore Vallina, Principal, and Gordon Broderick and Helen Buoscio, Assistant Principals; and

WHEREAS, One such achievement was the victory of the Girls Softball Team when with a record of twenty-one wins and only three losses became the City Public High School Champs; and

WHEREAS, The thirteen-roster team coached by Mitch Krauszawski, Coach, and assisted by Sue Mercon, carried a tradition of winning baseball through the 1990 season, winning the Public League Playoffs with two shut-out victories over their opponents. The team went on to the State Championships where they placed second in the finals; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby extend out heartiest congratulations on this occasion to the faculty and the student body, especially the Girls Softball Champs of 1990, of George Washington High School, and also extend our best wishes for continued success in their scholastic and athletic efforts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the faculty and student body of George Washington High School.

Presented By

ALDERMAN HUELS (11th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
RAYMOND DE GRAZIA ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Raymond and Connie DeGrazia will celebrate their golden wedding anniversary on June 29, 1990; and

WHEREAS, Raymond DeGrazia, who was born March 3, 1914 and Connie Contavespi, who was born May 16, 1915 met at White City which was located at 63rd and South Park, where there was dancing on Saturday and Sunday nights; and

WHEREAS, Ray would go there with his friends Gus, Buster and Joe, and Connie would go with her cousin Bessie and her sister Marian; and

WHEREAS, Raymond and Connie would picnic on Sundays at Green Lake with Bessie and John, Joe and Josie, and Marian and Frank. Connie's brother-in-law Frank had the car; and

WHEREAS, Shortly before they were married, Ray worked the afternoon shift at Bauer and Black, saving enough money to purchase a maroon Pontiac; and

WHEREAS, On June 29, 1940 Raymond DeGrazia and Connie Contavespi were married in a lovely ceremony at Saint Francis DePaul Church at 78th and Dobson. The bride wore a beautiful tafetta gown, made by her Aunt Lucy Pisano. An intimate reception was held at Connie's parents' home which was attended by family and close friends; and

WHEREAS, Raymond and Connie DeGrazia made their first home in Bridgeport on Princeton Avenue. After their first son Paul was born, they purchased a home at 27th and Shields; and

WHEREAS, While residing at 27th and Shields, Raymond and Connie welcomed their second son Tony into their hearts and home; and

WHEREAS, In 1950 Raymond, Connie, Paul and Tony moved to 2555 South Lowe. At this home they welcomed another addition, their third son Raymond; and

WHEREAS, In 1954 Raymond put Connie's name in lights when "Connie's Pizza" was opened at 26th and Lowe. Raymond and Connie worked long, hard hours and made a successful business for their family; and

WHEREAS, In 1961 Raymond and Connie decided to sell their business. Raymond went to work for the State of Illinois, where he worked until 1981 when he retired. Connie returned to being a fulltime housewife; and

WHEREAS, In April of 1967, Raymond and Connie's son Paul married Barbara. They presented the DeGrazia's with their first grandsons, Paul age nineteen and Raymond age seventeen; and

WHEREAS, Four years later in February of 1971, Tony and Loretta were married and gave Raymond and Connie two more grandchildren, Anthony age sixteen and Laura age fourteen; and

WHEREAS, In October of 1975, Raymond and Connie's youngest son Ray married Donna. They have given Mr. and Mrs. DeGrazia two granddaughters, Disa eight and Dianna five; and

WHEREAS, Raymond and Connie DeGrazia are longtime residents of the 11th Ward of the City of Chicago where they have resided at 3132 South Union for the last 28 years; and

WHEREAS, Raymond and Connie DeGrazia exemplify the goals to which most couples aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable fifty 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 27th day of June in 1990, do hereby extend our heartiest congratulations to Raymond and Connie DeGrazia on this very happy occasion of their golden wedding 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 Raymond and Connie DeGrazia.

CONGRATULATIONS EXTENDED TO MR. AND MRS.
PETER NAUJOKAS ON THEIR GOLDEN
WEDDING ANNIVERSARY.

WHEREAS, Peter and Therese Naujokas celebrated fifty years of wedded bliss on June 29, 1990; and

WHEREAS, Peter and Therese Naujokas were joined in marriage at Saint George Lithuanian Church, 3230 South Lituania Avenue, and that loving union brought forth two beautiful children, Richard and Peter; and

WHEREAS, Peter and Therese Naujokas are the loving grandparents of Mark Anthony, Lynn, Denise, Angela Michelle, Patricia Marie, Richard Anthony and Frank Adam; and

WHEREAS, Peter had been a dedicated employee of the City of Chicago and retired at the age of seventy. Therese has been a devoted wife and mother for the past fifty years; and

WHEREAS, Peter and Therese Naujokas are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, Family and friends will gather together on July 1, 1990 at Saint George Lithuanian Church to witness the renewal of the vows that Peter and Therese Naujokas had pledged to one another fifty years ago, and will then celebrate their golden wedding anniversary at a reception held at Archview Banquets, 3429 South Archer Avenue, Chicago, Illinois; and

WHEREAS, Peter and Therese Naujokas exemplify the goals to which most couples aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable fifty 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 27th day of June in 1990, do hereby extend our heartiest congratulations to Peter and Therese Naujokas on this very happy occasion of their golden wedding 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 Peter and Therese Naujokas.

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
EDWARD TUREK ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Edward and Mary Turek celebrated their golden wedding anniversary on June 15, 1990; and

WHEREAS, Edward and Mary Turek are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, Edward and Mary Turek exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable fifty 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 27th day of June in 1990, do hereby extend our heartiest congratulations to Edward and Mary Turek on this very happy occasion of their golden wedding 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 Edward and Mary Turek.

*CONGRATULATIONS EXTENDED TO SISTER M. LUCILLE,
ADORER OF THE BLOOD OF CHRIST, ON
HER SIXTIETH ANNIVERSARY.*

WHEREAS, Sister M. Lucille, Adorer of the Blood of Christ, is celebrating sixty years of dedicated service to God and His Church; and

WHEREAS, Sister M. Lucille is completing her thirtieth year of service at Saint Jerome on Princeton Avenue, twenty-four years of which were spent teaching kindergarten through seventh grade, excluding grade 5; and

WHEREAS, Sister M. Lucille has had the total support of her community, family and friends as she has done a fine job, not only for the parishioners and children of Saint Jerome, but for the 11th Ward and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 27th day of June in 1990, do hereby extend our heartiest congratulations to Sister M. Lucille on this special occasion of her sixtieth anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Sister M. Lucille.

*CONGRATULATIONS EXTENDED TO MRS.
MARGARET (HONEY) MAHONEY ON
HER EIGHTIETH BIRTHDAY.*

WHEREAS, Margaret Mary Ahern was born in Manchester, New Hampshire on July 15, 1910; and

WHEREAS, Margaret came to Chicago at the age of sixteen and graduated from Saint Gabriel Commercial High School; and

WHEREAS, On April 26, 1930, Margaret Mary Ahern married Daniel Mahoney at Saint Gabriel Church; and

WHEREAS, Margaret (Honey) Mahoney is the loving mother of Daniel, Kathryn (Sis) Hawes, John and Thomas, and the proud grandmother of eighteen and the great-grandmother of eighteen; and

WHEREAS, Margaret (Honey) Mahoney is a longtime resident of the great 11th Ward of the City of Chicago where she has been an outstanding citizen and has done a fine job as President on the Saint Gabriel Friendly Club; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 27th day of June in 1990 do hereby extend our heartiest congratulations to Margaret (Honey) Mahoney on her eightieth birthday and may we also extend our very best wishes in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Margaret (Honey) Mahoney.

**CONGRATULATIONS EXTENDED TO SPIEGEL, INCORPORATED
ON ITS 125TH ANNIVERSARY.**

WHEREAS, Spiegel, Incorporated has come a long way from its modest beginning as a family owned furniture store on Chicago's Wabash Avenue; and

WHEREAS, From a small "wareroom" on Chicago's Wabash Avenue, Spiegel, Incorporated has flourished and is now the nation's largest direct marketer and leading specialty retailer; and

WHEREAS, Spiegel has continued to build its business niche in the Chicago area since its inception and currently employs approximately 4,000 employees in Chicago and west suburbia; and

WHEREAS, Spiegel, Incorporated is celebrating its 125th anniversary and will commemorate this momentous occasion by hosting a Spiegel Family Day at Comiskey Park on July 28, 1990; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 27th day of June in 1990, do hereby extend our heartiest congratulations to Spiegel, Incorporated on this very happy occasion of their 125th anniversary and may we also extend our very best wishes in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for John J. Shea, Vice President and Chief Executive Officer of Spiegel, Incorporated.

Presented By

ALDERMAN FARY (12th Ward):

**CONGRATULATIONS EXTENDED TO SACRED HEART OF JESUS
PARISH ON ITS EIGHTIETH ANNIVERSARY.**

WHEREAS, Sacred Heart of Jesus Parish will be celebrating its eightieth anniversary on Sunday, July 1, 1990; and

WHEREAS, In 1910, Sacred Heart of Jesus Parish was organized under the spiritual guidance of the church's first pastor, the Reverend Monsignor Francis Karabasz and at the request of His Excellency James E. Quigley, Archbishop of Chicago; and

WHEREAS, The church located at 4619 South Wolcott Avenue is still the same church building that was built over eighty years ago, with the exception of several new additions; and

WHEREAS, The Sacred Heart School opened its doors to students for the first time on September 5, 1911 under the direction of the Felician Sisters; and

WHEREAS, During the period of 1910 to the present day, Sacred Heart of Jesus Parish has been under the spiritual guidance of several pastors whose names are: Reverend Monsignor Francis Karabasz (1910 -- 1966); Reverend Michael Wasiel (1966 -- 1978); Reverend Edward Gunia (1979); Reverend Ernest Ciemięga (1979 -- 1982); Reverend Richard J. Klajbor (1985 -- present); and

WHEREAS, During the parish's eighty years of existence, some 11,201 baptisms, 3,444 marriages and 4,881 funerals have been performed in this church; and

WHEREAS, Sacred Heart of Jesus Parish has always met the needs of many ethnic and racial groups in the parish boundaries by conducting their ministry in English, Polish, and Spanish; and

WHEREAS, The Parish of Sacred Heart of Jesus will be celebrating its eightieth anniversary on July 1, 1990 with an anniversary mass and a banquet at the Martini que that evening; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council gathered here on this twenty-seventh day of June, 1990 do hereby congratulate Sacred Heart of Jesus Parish on the celebration of its eighty year anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sacred Heart of Jesus Parish.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE JUDGE JOHN J. AHERN, SR.

WHEREAS, Judge John J. Ahern, Sr., an Associate Judge in Cook County Circuit Court, passed away Thursday, June 14, 1990 at the age of sixty-four; and

WHEREAS, Judge Ahern, who was appointed to the 1st Municipal District in 1983, was the first judge assigned to the Domestic Violence Court, where he received an award from the Women's Bar Association for his exemplary work; and

WHEREAS, Judge Ahern dedicated much of his time to others and his community through his work with various groups, including the Boy Scouts, the Edgewater Neighborhood Association, and the Lawyer's Assistance Program, where he counseled attorneys who suffered from drug or alcohol dependency; and

WHEREAS, After serving his country in World War II and the Korean War, Judge Ahern served in the Chicago Police Department from 1952 to 1959; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Judge John J. Ahern, Sr., as a man dedicated to helping others through his work on and off the bench, and do hereby extend our sincerest condolences to his wife, Jayne, two sons and four daughters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge John J. Ahern, Sr.

TRIBUTE TO LATE MR. PATRICK COAKLEY.

WHEREAS, Patrick Coakley, co-founder of the south side Irish Saint Patrick's Day Parade, passed away Wednesday, June 13, 1990 at the age of 44; and

WHEREAS, Mr. Coakley was proud of his Irish heritage and proud of his community, and combined the two interests in the Saint Patrick's Day Parade; and

WHEREAS, The Parade grew from two dozen children marching around the Morgan Park neighborhood from Mr. Coakley's driveway to a south side tradition with over 200 marching units and 250,000 spectators; and

WHEREAS, Mr. Coakley and the Parade's organizers, in keeping with their original intent, maintained the Parade's family orientation despite its growth; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Patrick Coakley as a man who took pride in his family and his Irish heritage and who instilled this pride in others through the south side Irish Saint Patrick's Day Parade, and do hereby extend our sincerest condolences to his wife, Marianne, sons, Patrick and Kevin, and daughter, Anne; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Patrick Coakley.

TRIBUTE TO LATE JUDGE GEORGE E. DOLEZAL.

WHEREAS, George E. Dolezal, an attorney and retired judge who served in all three branches of government during his long public service career, passed away Sunday, June 3, 1990 at the age of seventy; and

WHEREAS, Judge Dolezal had a remarkably varied career, serving as Representative for the 3rd District in the Illinois House, as Republican Mayor of Berwyn, and as a judge of numerous courts, including Criminal Court, before retiring in 1977; and

WHEREAS, Throughout his varied career, Judge Dolezal was known for his honesty and fairness, which he displayed by fighting voter fraud while in the House, redrawing zoning regulations and district lines as Mayor of Berwyn, and with his many decisions from the bench; and

WHEREAS, Judge Dolezal received the Bronze Star for his service in the United States Army in Europe during World War II; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Judge George E. Dolezal for his exemplary public service career and do hereby extend our sincerest condolences to his wife, Betty, five daughters, sisters, and eight grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge George E. Dolezal.

TRIBUTE TO LATE MS. JANE GREGORY.

WHEREAS, Jane Gregory, a *Chicago Sun-Times* society writer known for her graceful style, passed away Thursday, May 31, 1990 at the age of sixty; and

WHEREAS, Ms. Gregory was a versatile reporter who covered many different stories during her thirty-two year career at the *Sun-Times*, including a series of reports on the problems of rape victims, for which she won an Associated Press award in 1975; and

WHEREAS, Whatever the topic, Ms. Gregory brought her wit, charm and graceful literary style to the story; and

WHEREAS, Ms. Gregory was a lady of dignity and character who truly appreciated the beauty in the world, qualities which endeared her to her many loyal friends; now, therefore,

Be If Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Jane Gregory as a writer whose character and grace enhanced all of her stories, and do hereby extend our sincerest condolences to her sons, Edward R. Brooks, Jr., Gregory L. Brooks, daughter, Catherine Brooks-Fine, and brother, William Gregory; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jane Gregory.

TRIBUTE TO LATE MRS. CATHERINE C. "SIS" HOULIHAN.

WHEREAS, Catherine C. "Sis" Houlihan, a politician who proved it's never too late to start over, passed away Thursday, May 31, 1990 at the age of eighty; and

WHEREAS, Mrs. Houlihan entered politics at the age of sixty-four, when most people are thinking about retiring, and was elected York Township Democratic Committeewoman; and

WHEREAS, Mrs. Houlihan ran unsuccessfully in 1976 as a Democratic candidate for the DuPage County Board; and

WHEREAS, Mrs. Houlihan also dedicated much of her spare time to others, serving as president of several charitable organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Catherine C. Houlihan for using her talents and energies for public service, and do hereby extend our sincerest condolences to her seven sons, daughter, three sisters and thirteen grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Catherine C. Houlihan.

TRIBUTE TO LATE MR. ROBERT H. LURIE.

WHEREAS, Robert H. Lurie, an entrepreneur and part owner of the Chicago Bulls and Chicago White Sox, passed away Wednesday, June 20, 1990 at the age of forty-eight; and

WHEREAS, Mr. Lurie owned or was a major stockholder in numerous corporations, including Great American Management and Investment Incorporated, Equity Group Investment, Itel Corporation and Nucorp; and

WHEREAS, Mr. Lurie's organizational skills made him an expert at buying and revitalizing financially troubled companies; and

WHEREAS, Mr. Lurie used his skills as a part owner and board member of the White Sox and Bulls to improve the teams' operations, much to the enjoyment of Chicago sports fans; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Robert H. Lurie as a businessman who contributed much to Chicago's economy and sports scene, and do hereby extend our sincerest condolences to his wife, Ann, three sons, three daughters, mother, two brothers and sister; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert H. Lurie.

TRIBUTE TO LATE MRS. ALICE M. MAHAR.

WHEREAS, Alice M. Mahar, a homemaker and dedicated community volunteer, passed away Sunday, June 10, 1990; and

WHEREAS, Mrs. Mahar was the wife of former State Senator William Mahar, Sr. and the mother of Senator William Mahar, Jr.; and

WHEREAS, Mrs. Mahar devoted much of her spare time to the Saint Joseph Church Women's Guild in Homewood, the Ladies Auxiliaries of Wally Burns Post 8077 V.F.W., and Homewood Post 483 American Legion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Alice M. Mahar for her devotion to her family and concern for others, and do hereby extend our sincerest condolences to her husband, son, other son Tom, sister and three grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Alice M. Mahar.

TRIBUTE TO LATE MR. MARTIN J. MOODY.

WHEREAS, Martin J. Moody, a retired Chicago Park District purchasing agent and dedicated advocate of education, passed away Tuesday, June 5, 1990 at the age of 68; and

WHEREAS, Mr. Moody began his career with the Park District as a junior accountant in 1944 and rose through the ranks to become purchasing agent, a post he held when he retired in 1982; and

WHEREAS, Mr. Moody dedicated much of his spare time to the improvement of his community, serving on the Deering Police District Workshop Steering Committee, as a member of the Democratic Party Organizations in the 11th and 14th Wards, as a member of the Saint Gabriel School Board, and as a member of the School Board serving Graham Elementary School; and

WHEREAS, For his tireless efforts, Mr. Moody in 1971 was awarded the City's Chicagoland 100 award for community service and in 1975 the prestigious Golden Apple award, which is usually reserved for teachers, for his contributions to education; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Martin J. Moody as a man who dedicated himself to serving and improving his community, particularly its schools, and do hereby extend our sincerest condolences to his sister, Ann Diver; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Martin J. Moody.

*TRIBUTE TO LATE DEPUTY POLICE CHIEF
RICHARD T. ROCHFORD.*

WHEREAS, Richard T. Rochford, a retired Deputy Chief of the Chicago Police Department, passed away Friday, June 1, 1990 at the age of sixty-six; and

WHEREAS, Deputy Chief Rochford held many positions during his thirty-three year career with the Police Department, retiring as Deputy Chief of Area 5 in 1987; and

WHEREAS, Deputy Chief Rochford was a dedicated and efficient police official who had an exemplary career; and

WHEREAS, Deputy Chief Rochford devoted much of his spare time to the Police Branch of the Saint Jude's League, the Emerald Society and many other police organizations; and

WHEREAS, Deputy Chief Rochford, a 1948 graduate of Loyola University, served his country in the Army during World War II; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Richard T. Rochford for his years of exemplary service to the Chicago Police Department, and do hereby extend our sincerest condolences to his son, James, daughter, Elizabeth, three sisters, and his brother, former Chicago Police Superintendent James M. Rochford; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Richard T. Rochford.

TRIBUTE TO LATE JUDGE HARRY A. SCHRIER.

WHEREAS, Retired Judge Harry A. Schrier passed away Saturday, June 2, 1990 at the age of seventy-nine; and

WHEREAS, Judge Schrier had a long and distinguished career on the bench, serving in the Circuit Court for the 4th Municipal District; and

WHEREAS, Before becoming a judge, Judge Schrier served as Assistant Corporation Counsel for the City of Chicago; and

WHEREAS, Judge Schrier was a hard-working individual who put himself through DePaul University's law school by hailing taxis in front of the Bismarck Hotel; and

WHEREAS, Judge Schrier served in the Army during World War II and was commended for his work overseeing the rehabilitation of wounded veterans; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Judge Harry A. Schrier for his exemplary legal career and his service to the City of Chicago, and do hereby extend our sincerest condolences to his wife, Helene, and daughters, Marjorie Kimbrough and Diane Overlook; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Harry A. Schrier.

**GRATITUDE EXPRESSED TO MR. PHILIP MILLER FOR HIS
ACCOMPLISHMENTS DURING TENURE AS CHAIRMAN
OF MARSHALL FIELD & COMPANY.**

WHEREAS, Philip Miller recently left as Chairman of Marshall Field & Company; and

WHEREAS, During his tenure at Field's, Mr. Miller upheld the store's long-standing traditions of quality merchandise and community involvement; and

WHEREAS, Mr. Miller, who brought with him a wealth of knowledge about and experience in the retail department store business, breathed new life into all of the Field's operations, particularly its State Street facility, which is a Chicago landmark; and

WHEREAS, The entire city was enhanced by Mr. Miller's efforts to maintain the tradition of excellence at a store whose name is synonymous with Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby express our gratitude to Philip Miller for his efforts on behalf of Marshall Field & Company, efforts which benefited all Chicago, and do hereby wish him success in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Philip Miller.

*CONGRATULATIONS EXTENDED TO MRS. CLARE GREENBERG
ON HER RETIREMENT AFTER THIRTY-THREE
YEARS WITH CHICAGO MUNICIPAL
REFERENCE LIBRARY.*

WHEREAS, Clare Greenberg is retiring July 6, 1990 after thirty-three years of service in the City of Chicago Municipal Reference Library; and

WHEREAS, Mrs. Greenberg is in charge of the library's newspaper clipping file, which she started in 1957 and which is regarded as the best in the city; and

WHEREAS, Thanks to her dedicated, hard work for over three decades, the clipping file contains much valuable and interesting information about the city that would otherwise be lost; and

WHEREAS, Mrs. Greenberg is a true civic treasure and a living repository of information on the events and personalities that found their way into her voluminous file, and is always willing to cheerfully share her knowledge with library patrons; and

WHEREAS, For her efforts, Mrs. Greenberg won the Superior Public Service Award, which recognizes outstanding employees, this year in the Professional Employee category; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby congratulate Clare Greenberg for her much-deserved Superior Public Service Award, and do hereby express our deep appreciation for her dedicated, efficient service to the City of Chicago and the Municipal Reference Library and its patrons; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Clare Greenberg.

*CONGRATULATIONS EXTENDED TO MS. MARJORIE "PEGGY" PELLETTIERI
ON HER RETIREMENT AFTER TWENTY-TWO YEARS WITH
CHICAGO MUNICIPAL REFERENCE LIBRARY.*

WHEREAS, Marjorie "Peggy" Pellettieri retired after more than twenty-two years with the City of Chicago Municipal Reference Library; and

WHEREAS, Ms. Pellettieri was a diligent, trustworthy and loyal employee; and

WHEREAS, Ms. Pellettieri served the library and its patrons efficiently and faithfully during her two decades of employment; and

WHEREAS, During this time, Ms. Pellettieri was never absent, setting an exemplary mark for reliability; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby express our deep appreciation to Peggy Pellettieri for her dedicated, efficient service to the City of Chicago and the Municipal Reference Library and its patrons; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Peggy Pellettieri.

CONGRATULATIONS EXTENDED TO MR. LELAND A. WHITE, JR.
ON HIS RETIREMENT AS DIRECTOR OF INSURANCE
FOR CHICAGO PUBLIC SCHOOLS.

WHEREAS, Leland A. White, Jr. is retiring as the Director of Insurance for the Chicago Public Schools; and

WHEREAS, Mr. White has been a dedicated employee of the schools for almost thirty-four years, rising up through the ranks from teacher to his current position, which he began in May, 1987; and

WHEREAS, Whatever position he held, Mr. White never lost sight of the fact that he was serving the Chicago Public School students; and

WHEREAS, These students benefitted from the exemplary manner in which Mr. White performed his duties; and

WHEREAS, Mr. White's commitment to the schools was demonstrated by his single-handedly executing responsibilities as Director of Insurance that were previously handled by three administrators; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby honor Leland A. White, Jr. on the occasion of his retirement for his many years of exemplary service to the Chicago Public Schools and its students; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Leland A. White, Jr.

*RECOGNITION GIVEN TO CHURCH OF THE MEDIATOR
ON ITS DEDICATION TO MEMORY OF LATE
MRS. MARILYN QUAN FITCH.*

WHEREAS, The Church of the Mediator is dedicating its Nativity Window in memory of the late Marilyn Quan Fitch; and

WHEREAS, Mrs. Fitch passed away August 30, 1989 at the age of 59; and

WHEREAS, Mrs. Fitch was known to all as a caring and loving person who went out of her way to help others; and

WHEREAS, Mrs. Fitch was also dedicated to her church and community and was the 1975 Woman of the Year in Beverly Hills-Morgan Park and past President of the Beverly Chapter of the Infant Welfare League; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commemorate Marilyn Quan Fitch on the occasion of her being honored by the Church of the Mediator, and do hereby honor her ourselves for her loving care for and commitment to others; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marilyn Quan Fitch.

*CONGRATULATIONS EXTENDED TO MR. J. IRA HARRIS AS
RECIPIENT OF AMERICAN JEWISH COMMITTEE'S
HUMAN RIGHTS MEDALLION.*

WHEREAS, J. Ira Harris is the recipient of the American Jewish Committee's Human Rights Medallion; and

WHEREAS, Mr. Harris, a senior partner with the investment banking firm of Lazard Freres & Company, throughout his life has worked for the betterment of his community through his many civic and charitable activities; and

WHEREAS, Mr. Harris has dedicated much time to many worthy organizations, including the Chicago Community Trust, the Polk Brothers Charitable Foundation, and the Big Shoulders Fund; and

WHEREAS, Mr. Harris, among his many other pursuits, is also a Trustee of Northwestern University, a member of the Board of Directors of the Museum of Science and Industry, the American Friends of the Hebrew University and the Northwestern Memorial Hospital Corporation, a member of the Advisory Board of Mercy Hospital and Medical Center, and the Honorary Director of the Foundation for Children with Learning Disabilities; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby congratulate J. Ira Harris on the occasion of his being awarded the Human Rights Medallion and do hereby honor him for his tireless dedication to helping others and serving his community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to J. Ira Harris.

*COMMENDATIONS EXTENDED TO PARENTS OF
SAWYER ELEMENTARY SCHOOL STUDENTS
FOR VOLUNTEER SAFETY PROGRAM.*

WHEREAS, Kim Beck, Pat Nowakowski, Dorothy Schumpp, Erika Volpe, Carol and Wally Botwinski, Gale O'Connor, Sharon Chavarria, Ann Bouton, and Marsha Imlach volunteer their time to the students at the Sawyer Elementary School; and

WHEREAS, These parents patrol the school grounds mornings and afternoons every school day, ensuring that the students are safe from gangs and other dangers and that they act in a proper manner while on school property; and

WHEREAS, The program has the support of the Principal, Ms. Ellen Reiter, and Deputy City Clerk Daniel Burke, who donated radio headsets to aid the parents in their efforts; and

WHEREAS, This type of parent-school cooperation is desperately needed in the Chicago Public Schools; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby commend the parents for donating their time and effort to the students of Sawyer Elementary School and for setting an example for parents at other schools to follow; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Sawyer Elementary School.

*CONGRATULATIONS EXTENDED TO SPIEGEL, INCORPORATED
ON ITS 125TH ANNIVERSARY.*

WHEREAS, Spiegel, Incorporated, a Chicago institution, is celebrating its 125th anniversary; and

WHEREAS, Spiegel has grown up with the city, from a family-owned furniture store in a small wareroom on South Wabash Avenue to the largest direct marketer and leading specialty retailer in the country; and

WHEREAS, The company has achieved such stature over the last century and a quarter that it is now a household name; and

WHEREAS, Spiegel remains one of the city's business jewels, employing 4,000 people in the area and enhancing Chicago's stature as a business center with its national reputation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby congratulate Spiegel, Incorporated and its President and Chief Executive Officer, John J. Shea, upon the momentous occasion of the company's 125th anniversary as a Chicago and national institution, and do hereby wish Spiegel another century of success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Spiegel, Incorporated.

Presented By

ALDERMAN SHEAHAN (19th Ward):

*CONGRATULATIONS EXTENDED TO MR. JOSEPH V. COGLIANESE
ON HIS INDUCTION INTO BABE RUTH BASEBALL
HALL OF FAME.*

WHEREAS, Joseph V. Coglianese, who is a resident of the 19th Ward, is a dedicated citizen who serves his community well; and

WHEREAS, Joe and his wife Helen are the proud parents of six children, Joseph, John, Edmond, Anthony, Thomas and Mary Ellen and are grandparents of fourteen grandchildren and three great-grandchildren; and

WHEREAS, Joe became actively involved in the youth baseball program in the Mount Greenwood community of the 19th Ward in 1959 as a coach-manager and a league officer in the Babe Ruth Baseball Organization; and

WHEREAS, Joe held positions of District Commissioner and Assistant State Commissioner of Illinois until 1989; and

WHEREAS, Through Joe's effort and dedication, many children have truly been enriched with learning the values of teamwork, sportsmanship, discipline and responsibility; and

WHEREAS, Joe will be honored by his family and friends as he is inducted into the Babe Ruth Baseball Hall of Fame at Barraco's Restaurant on June 30, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of June, 1990, do hereby congratulate Joseph V. Coglianesse for his many years of service and extend to him our gratitude for his dedication and commitment to our children; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Joseph V. Coglianesse.

*CONGRATULATIONS EXTENDED TO MR. AND MRS. RAYMOND PATTEN
ON THEIR FIFTIETH WEDDING ANNIVERSARY.*

WHEREAS, Raymond and Rita Patten, who are residents of the 19th Ward, will celebrate fifty golden years of wedded bliss on July 15, 1990; and

WHEREAS, Raymond and Rita were married on July 15, 1940 at Saint Brendan's Church and have long been models of solidity and strength of family life; and

WHEREAS, The union of their marriage brought forth their fine family, William and Leonard; and

WHEREAS, Mr. and Mrs. Patten will gather their family and friends to celebrate this joyous occasion at Queen of Martyrs Church, 11:15 A.M. mass, followed by a reception at Vitha Hall on August 8, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 27th day of June, 1990, do hereby extend our sincerest congratulations to Raymond and Rita as they celebrate their fiftieth wedding anniversary and may we also extend our warmest wishes to this fine couple for many more years of continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Raymond Patten.

*CONGRATUATIONS EXTENDED TO MR. AND MRS. ADAM SOICH
ON THEIR FIFTIETH WEDDING ANNIVERSARY.*

WHEREAS, Adam and Margaret Soich, who are residents of the 19th Ward, will celebrate their fifty golden years of wedded bliss on July 20, 1990;

WHEREAS, Adam and Margaret were married at Santa Maria Incononata Church, on July 20, 1940, and have long been models of the solidity and strength of family life; and

WHEREAS, The union of their marriage brought forth their fine family, William, James and Margaret Ann; and

WHEREAS, Adam and Margaret are the proud grandparents of David, Natalie, Brandon, Michelle and Alexander; and

WHEREAS, Adam and Margaret have been active in their community and will celebrate with their family and friends this joyous occasion at Queen of Martyrs Church, 11:15 A.M. Mass, followed by a reception at Vitha Hall on August 8, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of June, 1990, do hereby extend our sincerest congratulations to Adam and Margaret Soich as they celebrate their fiftieth wedding anniversary, and may we also extend our warmest wishes to this fine couple for many more years of continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Adam Soich.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
FRANK TUIDER ON THEIR FIFTY-THIRD
WEDDING ANNIVERSARY.*

WHEREAS, Frank and Emily Tuider, who are residents of the 19th Ward, celebrated fifty-three years of wedded bliss on April 24, 1990; and

WHEREAS, Frank and Emily were married on April 24, 1937, at Saint Christina's Church, and have long been models of the solidity and strength of family life; and

WHEREAS, The union of their marriage brought forth two fine daughters, Barbara and Susan; and

WHEREAS, Frank and Emily are the proud grandparents of seven, and are also the proud great-grandparents of three; and

WHEREAS, Frank and Emily have been active in their community and were founding members of Queen of Martyrs Parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of June, 1990, do hereby extend our sincerest congratulations to Frank and Emily Tuider as they celebrate their fifty-third wedding anniversary, and may we also extend our warmest wishes to this fine couple for many more years of continued health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. Frank Tuider.

Presented By

ALDERMAN KRISTYNIK (23rd Ward):

**CONGRATULATIONS EXTENDED TO GLORIA DEI CHURCH
ON ITS FIFTIETH ANNIVERSARY.**

WHEREAS, On September 30, 1990, the Gloria Dei Church will be celebrating its fiftieth anniversary; and

WHEREAS, Early in January of 1939, the Reverend Hugo Blodel called the attention of the Mission Board to the new real estate development in the vicinity of Archer and Central Avenues. In the last week of June of the same year, the convention of the Northern Illinois District of the Missouri Synod adopted the report of the Reviewing Committee, which directed the attention of the pastor and members of Pilgrim Evangelical Lutheran Church to this territory; and

WHEREAS, Immediately after, a bungalow was found on the northeast corner of Parkside Avenue and 52nd Street; and

WHEREAS, On January 24, 1940, a resolution was unanimously adopted to organize a Lutheran congregation in that community; and

WHEREAS, In March of 1940, six lots were purchased on the northeast corner of South Major Avenue and 53rd Street for a future building site. The church was received into membership with the Northern Illinois District of Evangelical Lutheran Synod of Missouri, Ohio, on June 24, 1940; and

WHEREAS, In September, 1940 the sketch of the new church was presented, and the name Gloria Dei was chosen as the permanent name of the church in August of 1941. At the time of establishment, Gloria Dei was the first church in the fast-growing community, a territory stretching three miles southwest along Archer Avenue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-seventh day of June, 1990, A.D., do hereby honor and congratulate the leaders and congregation of Gloria Dei Church of Chicago on its golden anniversary, and extend to all members and citizens our best wishes for a festive and gala celebration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Gloria Dei Church.

Presented By

ALDERMAN O'CONNOR (40th Ward):

**CONGRATULATIONS EXTENDED TO CHICAGO SCHOOLCHILDREN'S
ESSAY CONTEST WINNERS.**

WHEREAS, As a result of their championship showing in the Chicago Schoolchildren's Essay Contest, five young citizens of this great City of Chicago have become "Ambassadors of Excellence", chosen to pay a one-week visit to London, England, in recognition of their outstanding abilities; and

WHEREAS, These five people are:

Temikorede A. Bennett, 4th Grade, Edward W. Beasley Academic Center;

Cheryl Ann Garcia, 5th Grade, Luther Burbank School;

Hallie Goldblatt, 6th Grade, William B. Ogden Elementary School;

Amanda Friedeman, 7th Grade, William B. Ogden Elementary School; and

Jose Negron, 8th Grade, Maria Saucedo Magnet School;

and all of them are a great source of pride to their schools and their communities and most especially to the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this 27th day of June, A.D., 1990, do hereby congratulate the five winners of the Chicago Schoolchildren's Essay Contest sponsored by British Airways: Temikorede A. Bennett, Cheryl Ann Garcia, Hallie Goldblatt, Amanda Friedeman and Jose Negron. We also express our gratitude to British Airways for recognizing these fine young citizens in whom we place so much hope and trust; and

Be It Further Resolved, That a suitable copy of this resolution be presented to each of the five winners of the Chicago Schoolchildren's Essay Contest.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

TRIBUTE TO LATE MR. MODIE J. SPIEGEL.

WHEREAS, God in his infinite wisdom has called to his eternal reward Modie J. Spiegel, dedicated citizen, public servant, neighbor and friend; and

WHEREAS, Modie J. Spiegel was an outstanding family man, beloved husband of Carolyn, devoted father of Barbara (Joseph) Linhart, of New York City, and Edward (Audrey) Spiegel of Winnetka, loving grandfather of Peter Hirshberg, Edward L. Linhart and the late Lynn Ann Spiegel, dear brother of John P. Spiegel and the late Polly Cowan and Frederick Spiegel; and

WHEREAS, Modie J. Spiegel was possessed of a wonderful sense of humor, a sharp eye for business, a love of art, and the knowledge of when to draw for an inside straight; and

WHEREAS, Modie J. Spiegel made many contributions of time, money and talent to improve our city and our country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of June, 1990, A.D., do hereby express our sorrow on the passing of Modie J. Spiegel, and extend to his wife, children, family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Modie J. Spiegel.

*CONGRATULATIONS EXTENDED TO MR. GABINO SOTELINO
ON BEING NAMED "CHEF OF THE YEAR".*

WHEREAS, Gabino Sotelino is well known as a master of the culinary arts, specializing in French cuisine and cuisine legere; and

WHEREAS, Mr. Sotelino has fed thousands as Chef and co-owner of Ambria, Un Grande Cafe and Cafe Ba-Ba-Reeba!; and

WHEREAS, Mr. Sotelino has been inducted into the "Order of Cordon Rouge" by Mumm's Champagne, and is a chairman of the Grand Master Chefs Association; and

WHEREAS, Mr. Sotelino won the Silver Platter Award in 1989, and was recently named "Chef of the Year" in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-seventh day of June, 1990, do hereby congratulate Chef Gabino Sotelino for his accomplishments in the field of culinary arts; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Chef Sotelino.

*CONGRATULATIONS EXTENDED TO RADIO STATION WNIB-FM
ON ITS THIRTY-FIFTH ANNIVERSARY.*

WHEREAS, Chicago's classical music radio station, WNIB-FM, has served the Chicago area community since 1955, offering thirty-five years of musical programming of outstanding distinction; and

WHEREAS, For over twenty years WNIB-FM has carried the Peabody Award winning program "Adventures in Good Music" with Karl Haas; and

WHEREAS, WNIB-FM has been the exclusive Chicago outlet for such special programs as the world-famous Salzburg and Vienna Festival Concerts and concerts by France's Orchestre de Paris, and last season presented the Chicago area historic concert series celebrating the 100th anniversary of Chicago's Auditorium Theatre, and this year aired

the first full-length concert broadcast ever by the oldest cultural institution in the City of Chicago, the Apollo Chorus, and recently presented, in cooperation with the Chicago Board of Education, Chicago's first classical music broadcast specifically targeted at our city's school children; and

WHEREAS, WNIB-FM is celebrating its thirty-fifth anniversary on July 9, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here on this twenty-seventh day of June, 1990, do heartily extend our sincere congratulations and our appreciation to WNIB-FM for its outstanding service to the Chicago fine arts community; and

Be It Further Resolved, That a copy of this resolution be presented to Mrs. Sonia Florian, on behalf of WNIB-FM radio.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO MRS. CLARA M. GRENKE
ON HER EIGHTIETH BIRTHDAY.**

WHEREAS, Clara M. Grenke will be celebrating her eightieth birthday on July 26, 1990; and

WHEREAS, Clara M. Grenke was born in Chicago; and

WHEREAS, Clara and John Grenke were married on May 22, 1931; and

WHEREAS, After nearly fifty-two years of marriage, Clara's beloved husband John passed away on December 20, 1983; and

WHEREAS, Clara is an outstanding wife and mother. The union of Mr. and Mrs. John Grenke yielded Clara and her husband, six lovely children, thirty-two grand-children and 19 great-grand-children; and

WHEREAS, Clara M. Grenke and her family will be celebrating her eightieth birthday on July 28, 1990 with family and friends in a back yard birthday party at Clara's home; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-seventh day of June, 1990, A.D., do hereby join in the eightieth birthday celebration of one of our great citizens, Clara M. Grenke, and we extend to her and her 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 Clara M. Grenke.

Presented By

**ALDERMAN LEVAR (45th Ward) And
ALDERMAN CULLERTON (38th Ward):**

**CONGRATULATIONS EXTENDED TO KIWANIS CLUB OF
PORTAGE PARK ON ITS FIFTIETH ANNIVERSARY.**

WHEREAS, The Kiwanis Club of Portage Park is celebrating its fiftieth anniversary on June 12, 1990; and

WHEREAS, The Portage Park Kiwanis have established a tradition of generous and selfless dedication to their community, funding senior and youth programs; donating time and money to scouting, park sports, the Special Olympics, food pantries, school and safety patrol programs, and have been of considerable help to the Salvation Army, Lydia Children's Home and Saint Mary of Providence Home as well as the needy; and

WHEREAS, A celebratory luncheon is being held on June 12 at Michelle Terrace Restaurant, which will honor two original charter members and past presidents of the Portage Park Kiwanis: Henry L. Boris, D.D.S., and Ralph W. Hirschberg, retired auto dealer; and

WHEREAS, Also being honored are club members who over the years have given consistently and selflessly to their community: Ronald Cisco of Commonwealth Edison; Michael J. Cornfield, attorney; William Gibbons, real estate broker; Reverend John Lutz, retiring pastor of Saint John's Lutheran Church; Frank Oliva, retired insurance broker; Albert Potocki, retired uniform company owner; Irving Trytek, retired caterer; and George Zage, retired insurance broker; and

WHEREAS, The leaders of our great City are aware of the great contributions of the Kiwanis; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby honor the Kiwanis Club of Portage Park on fifty years of outstanding contributions to its community, and extend to this towering organization our very best wishes for many more years of success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Kiwanis Club of Portage Park.

Presented By

ALDERMAN SHILLER (46th Ward):

TRIBUTE TO LATE RABBI EMMANUEL BENNETT.

WHEREAS, Rabbi Emmanuel Bennett, a distinguished and knowledgeable clergyman, writer, historian and teacher was summoned to his eternal reward on the Jewish holiday of Shavouth, on which holiday was also the date of his birth and which is the date when the Ten Commandments were given on Mount Sinai, signifying that he was a great Talmudic teacher and student of the Divine Laws of Torah; and

WHEREAS, Rabbi Emmanuel Bennett, who had received his Bachelor's degree from Johns Hopkins University and Master's degree in Sociology from Purdue University, and a degree in Talmudic Studies from the Jewish Theological Seminary and a degree in American Jewish History from Yeshiva University, which studies he imparted to his students; and

WHEREAS, He served as a Rabbi at Albany Park Hebrew Congregation and, upon his retirement, became affiliated with Congregation Anshe Emet, where his classes in literature, Talmudic studies and Civil War history were acclaimed by his students and various members of the clergy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 27th day of June, 1990, in memory of the scholarly teachings and service rendered to our community, extend our heartfelt sympathy to his widow, Sylvia, his son, Dr. Michael Bennett, his daughter, Beverly Bennett, who is Food Editor of the *Chicago Sun-Times* and members of his family; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to the members of his family.

Presented By

ALDERMAN M. SMITH (48th Ward):

**CONGRATULATIONS EXTENDED TO SAINT ANDREW'S GREEK
ORTHODOX CHURCH ON ITS TWENTY-NINTH
ANNUAL GREEK FESTIVAL.**

WHEREAS, Saint Andrew's Greek Orthodox Church, one of this great City's towering religious institutions, is presenting its twenty-ninth Annual Greek Festival on Sunday, July 15, 1990; and

WHEREAS, Saint Andrew's annual festival is one of the north side community's most eagerly anticipated events, with an attendance embracing citizens and visitors from all corners of the City and elsewhere; and

WHEREAS, Founded late in 1926, Saint Andrew's celebrated its first Divine Liturgy on Christmas of that year. In time, the parish outgrew its original structure at Hollywood and Sheridan and in 1953 was able to purchase the property on the southeast corner of that intersection. Groundbreaking ceremonies took place on March 30, 1955 and since that time Saint Andrew's has become one of our great north side's most beautiful and comforting locations, admired for its distinct architecture and, above all, beloved by the community which it so thoroughly serves; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of June, 1990, A. D., do hereby congratulate Saint Andrew's Greek Orthodox Church on its twenty-ninth Annual Greek Festival scheduled for Sunday, July 15, 1990, and in doing so, call to public attention the wonderful events planned for that date; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Andrew's Greek Orthodox Church.

Presented By

ALDERMAN STONE (50th Ward):

**CONGRATULATIONS EXTENDED TO MR. ALEX KRAFT AS
HONOREE AT SILVER ANNIVERSARY TESTIMONIAL
DINNER OF COMMUNITY ASSISTANCE FOR
SECONDARY EDUCATION IN ISRAEL.**

WHEREAS, Alex Kraft, a respected citizen of the 50th Ward, was honored on June 18,

1990 at the Silver Anniversary Testimonial Dinner of C.A.S.E., Community Assistance for Secondary Education in Israel; and

WHEREAS, Alex Kraft and his wife, Merle, are parents of David Kraft and Cheryl Kraft-Hadley, grandparents of six grandchildren and long-time residents of the 50th Ward; and

WHEREAS, Mr. Kraft, an auctioneer by profession, despite the demands on his time, has for many years given generously of his services to numerous charity functions involving a broad spectrum of causes, among them Ner Tamid Jewish Congregation and Saint Francis Hospital; and

WHEREAS, Alex Kraft has been a member of the Board of Directors of the B'nai B'rith Sports Lodge since its inception and has served as a member of the Board of Directors of the Portes Cancer Prevention Center and the Steinberg Cancer Foundation; and

WHEREAS, His longstanding commitment to the C.A.S.E. humanitarian program has constantly and consistently devoted himself to the fulfillment of its purposes; and

WHEREAS, Alex Kraft has served his community in the capacity of an employee of the Sheriff of Cook County for many years and has given devoted service in that capacity; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of June, 1990, do hereby pay tribute to an outstanding citizen of Chicago, Alex Kraft; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Alex Kraft.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, relinquished the Chair to Alderman Luis Gutierrez, President Pro Tempore.

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 Fulton Street (north side) from a point 75 feet east of North Jefferson Street, to a point 40 feet north thereof -- at all times -- no exceptions;
	West Grand Avenue (south side) from a point 85 feet east of North Carpenter Street, to a point 25 feet east thereof -- at all times -- no exceptions;
	North Stetson Avenue (east side) from a point 193 feet south of East South Water Street, to a point 25 feet east thereof -- 6:00 A.M. to 12:00 Midnight (valet parking);

6/27/90

NEW BUSINESS PRESENTED BY ALDERMEN

17811

Alderman	Location, Distance And Time
<i>ROTI</i> for <i>BUTLER</i> (27th Ward)	North Oakley Boulevard, at 410 -- at all times -- daily;
<i>O'CONNOR</i> for <i>MELL</i> (33rd Ward)	West Irving Park Road, at 3124 -- approximately 100 feet in length (in lieu of three parking meters) -- 9:00 A.M. to 9:00 P.M. -- no exceptions; North Kedzie Avenue, at 2645 (in lieu of two parking meters) -- 9:00 A.M. to 9:00 P.M. -- no exceptions;
<i>KOTLARZ</i> (35th Ward)	North Elston Avenue, at 3907 -- 3911 -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday; North Milwaukee Avenue, at 3541 -- 3547 -- at all times -- no exceptions;
<i>CULLERTON</i> (38th Ward)	West Irving Park Road, at 5819 -- 5821 -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday;
<i>O'CONNOR</i> (40th Ward)	North Ravenswood Avenue, at 5725 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>NATARUS</i> (42nd Ward)	East Delaware Place, at 201 (tow-away zone) -- at all times -- daily; North Franklin Street, at 500 -- at all times -- daily; East Walton Street, at 163 (tow-away zone) -- at all times -- daily;
<i>EISENDRATH</i> (43rd Ward)	West Arlington Place, at 525 -- 6:00 P.M. to 12:00 Midnight -- daily;

Alderman

Location, Distance And Time

North State Parkway, at 1540 -- at all times -- daily;

North State Street, at 1301 (alongside West Goethe Street) -- at all times -- no exceptions;

North State Street, at 1301 (loading zone on West Goethe Street) -- at all times -- daily.

Referred-- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS ON 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

GABINSKI (32nd Ward)

East/west alley between West Rice Street and West Chicago Avenue, from North Oakley Avenue to North Western Avenue -- westerly;

STONE (50th Ward)

West Wallen Avenue, from North Ashland Avenue to North Clark Street -- westerly.

Referred-- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION AT 800 NORTH SPAULDING AVENUE.

Alderman Roti, for Alderman Butler (27th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the one-way traffic restriction

at 800 North Spaulding Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CAUSE SURVEY ON RESTRICTION OF TRAFFIC TO
SINGLE DIRECTION IN SPECIFIED "T" ALLEY.

Alderman Gabinski (32nd Ward) presented a proposed order directing the Commissioner of Public Works to cause a survey on the restriction of traffic movement to a single direction in a "T" alley bounded by West Webster Avenue, North Seeley Avenue, North Hoyne Avenue and North Avondale Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
REMOVE PARKING METERS ON SPECIFIED PUBLIC WAYS.

Alderman O'Connor, for Alderman Mell (33rd Ward) presented two proposed orders directing the Commissioner of Public Works to cause the removal of parking meters on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Irving Park Road, in front of 3124 (removal of three parking meters); and

North Kedzie Avenue, in front of 2645 (removal of two parking meters).

Referred-- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FARY</i> (12th Ward)	West 47th Street, from South Western Avenue to South Campbell Avenue -- one-hour -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>KRYSTYNIAK</i> (23rd Ward)	South Karlov Avenue (both sides) from West Archer Avenue to the first alley north thereof -- one-hour -- 7:00 A.M. to 12:00 Midnight -- Monday through Saturday;
<i>GABINSKI</i> (32nd Ward)	North Clybourn Avenue, at 2362 -- one-hour -- 8:30 A.M. to 6:00 P.M. -- Monday through Saturday.

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
<i>RUSH</i> (2nd Ward)	South Calumet Avenue, at 3144 (except for handicapped); South Indiana Avenue, at 3329 (except for handicapped);
<i>BLOOM</i> (5th Ward)	South Coles Avenue, at 7439 (except for handicapped);

Alderman	Location And Distance
<i>STEELE</i> (6th Ward)	South Champlain Avenue, at 7153 (except for handicapped); East 90th Street, at 424 (except for handicapped); East 95th Street, at 620 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Marquette Avenue, at 8548 (except for handicapped);
<i>SHAW</i> (9th Ward)	South Parnell Avenue, at 12718 (except for handicapped);
<i>FARY</i> (12th Ward)	South Fairfield Avenue, at 4512 (except for handicapped); South Francisco Avenue, at 4419 (except for handicapped); South Pulaski Road (east side) from West 42nd Place to a point 40 feet north of West 42nd Street; West 43rd Street, at 2423 (except for handicapped); West 44th Street and South LaCrosse Avenue, West 44th Street and South Lamon Avenue, West 45th Street and LaCrosse Avenue, and West 45th Street and South Lamon Avenue;
<i>MADRZYK</i> (13th Ward)	South Kilbourn Avenue, at 5817 (except for handicapped); South Kilpatrick Avenue, at 6647 (except for handicapped);

Alderman	Location And Distance
	South Komensky Avenue, at 6637 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Sacramento Avenue, at 5627 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Damen Avenue, at 7121 (except for handicapped); South Seeley Avenue, at 6412 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Emerald Avenue, at 7033 (except for handicapped); South Lafayette Avenue, at 7602 -- 7604 (except for handicapped); South Laflin Avenue, at 7831 (except for handicapped); South Paulina Street, at 7536 (except for handicapped); West 70th Street, at 611 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	South Green Street, at 8450 (except for handicapped); South Winchester Avenue, at 8763 (except for handicapped);
<i>HENRY</i> (24th Ward)	West Polk Street, at 3854 (except for handicapped);
<i>GUTIERREZ</i> (26th Ward)	North Western Avenue, at 1431;
<i>ROTI</i> for <i>BUTLER</i> (27th Ward)	West Jackson Boulevard, at 2045;

Alderman	Location And Distance
<i>DAVIS</i> (29th Ward)	West Ohio Street, at 5819 (except for handicapped);
<i>BIALCZAK</i> (30th Ward)	North Luna Avenue, at 2431 (except for handicapped); North Luna Avenue, at 2431 (except for handicapped); North Lamon Avenue, at 2106 (except for handicapped); North Mango Avenue, at 2546 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	West Huron Street, at 925; North Wood Street, at 1647 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West 110th Place, at 1133 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North Odell Avenue, at 3701 (except for handicapped); West Waveland Avenue, 5250 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Central Avenue (east side) and the parkway, from West Foster Avenue to the first alley south thereof; North Kiona Avenue (east side) from North Elston Avenue to the first alley north thereof;
<i>O'CONNOR</i> (40th Ward)	West Windsor Avenue, at 2752 (except for handicapped);

Alderman	Location And Distance
<i>EISENDRATH</i> (43rd Ward)	North Fremont Street, at 2133 (except for handicapped); East Schiller Street (south side) between North Astor Street and North State Street;
<i>LEVAR</i> (45th Ward)	West Byron Street, at 4908 (except for handicapped); West Byron Street, at 5012 (except for handicapped); North Lavergne Avenue, at 3923 (except for handicapped); North Linder Avenue, at 4759 (except for handicapped); North Pulaski Road, at 4206 (except for handicapped);
<i>M. SMITH</i> for <i>SCHULTER</i> (47th Ward)	West Roscoe Street, at 1923 (except for handicapped);
<i>STONE</i> (50th Ward)	West Estes Avenue (both sides) from the dead end to a point 50 feet west thereof.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION DURING
SPECIFIED HOURS ON PORTION OF
WEST AUGUSTA BOULEVARD.

Alderman Roti, for Alderman Butler (27th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect during specified hours at 3200 West Augusta Boulevard, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION DURING
SPECIFIED HOURS ON PORTION OF WEST
WASHINGTON BOULEVARD.

Alderman E. Smith (28th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect from 4:00 P.M. to 6:00 P.M. on a daily basis on both sides of West Washington Boulevard, between North Kedzie Avenue and North Homan 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>STEELE</i> (6th Ward)	South State Street (east side) in the 7900 block -- 6:00 A.M. to 9:00 P.M. -- Monday through Friday;
<i>DIXON</i> (8th Ward)	South Cornell Avenue, in the 7800 block -- at all times;
<i>KRYSTYNIAK</i> (23rd Ward)	South Oak Park Avenue (both sides) in the 5400 block -- at all times;
	South Springfield Avenue (east side) from West 51st Street to the first alley south thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
	West 48th Street (both sides) from the first alley west of South Pulaski Road to South Komensky Avenue -- at all times;

Alderman

Location, Distance And Time

West 53rd Street (both sides) from South Kolmar Avenue to South Kilbourn Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday;

West 56th Place (both sides) in the 3900 block -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;

West 63rd Street (south side) from 6509 to 6515 -- at all times;

FIGUEROA (31st Ward)

West Thomas Street (both sides) in the 4400 block; West Thomas Street (north side) beginning at North Kolmar Avenue and extending 100 feet east thereof; West Thomas Street (south side) beginning at North Kilbourn Avenue and extending 100 feet west thereof; North Kilbourn Avenue (east side) beginning at West Thomas Street and extending to the first alley north of West Thomas Street -- 6:00 P.M. on Fridays until 9:00 P.M. on Sundays;

CULLERTON (38th Ward)

North Linder Avenue (east side) in the 3200 block -- at all times;

LEVAR (45th Ward)

North Leamington Avenue (west side) in the 5300 block -- Monday through Saturday -- at all times.

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT
PARKING ZONE ON PORTION OF NORTH
HUMBOLDT BOULEVARD.

Alderman Gutierrez (26th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone in effect at

all times on the east side of North Humboldt Boulevard, from West Armitage Avenue to West Dickens Avenue (Zone 180), which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- DISCONTINUANCE OF RESIDENTIAL PERMIT
PARKING ZONE ON PORTION OF
WEST 38TH STREET.

Alderman Fary (12th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone in effect at all times on the south side of West 38th Street, from South Wolcott Avenue to the first alley west on East 38th Street (Zone 31), which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF NORTH MERRIMAC AVENUE.

Alderman Madrzyk for Alderman Pucinski (41st Ward) presented a proposed order directing the Commissioner of Public Works to consider the establishment of diagonal parking on the west side of North Merrimac Avenue, between West Touhy Avenue and the first alley south thereof, for 6225 West Touhy Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF SPEED LIMITATIONS ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

Alderman Laurino (39th Ward) presented two proposed ordinances to limit the speed of vehicular traffic on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West Devon Avenue, from North Cicero Avenue to North Pulaski Road -- 30 miles per hour; and

North Kimball Avenue, in the 5200 block -- 20 miles per hour.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	North Sangamon Street (east side) from a point 20 feet north of West Kinzie Street, to a point 80 feet north thereof -- at all times -- no exceptions;
<i>GABINSKI</i> (32nd Ward)	North Milwaukee Avenue (east side) at North Ashland Avenue -- 7:00 A.M. to 9:00 A.M. -- Wednesdays and Fridays (until November 15, 1990) -- for street cleaning purposes;
<i>LAURINO</i> (39th Ward)	West Wilson Avenue (south side) from North Kimball Avenue to North St. Louis Avenue -- at all times -- daily;
<i>EISENDRATH</i> (43rd Ward)	North Astor Street (east side) from West Banks Street to a point 105 feet north thereof -- at all times -- daily;
	Southeast corner of North Cleveland Avenue and West Armitage Avenue, approximately 25 feet -- at all times -- no exceptions;

Alderman	Location, Distance And Time
<i>LEVAR</i> (45th Ward)	West Foster Avenue (south side) from North Austin Avenue to North Menard Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday.

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER INSTALLATION OF AUTOMATIC TRAFFIC
CONTROL SIGNAL AT INTERSECTION OF
SOUTH ST. LAWRENCE AVENUE AND
EAST 43RD STREET.

Alderman T. Evans (4th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of an automatic traffic control signal at the intersection of South St. Lawrence Avenue and East 43rd Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>T. EVANS</i> (4th Ward)	South Oakenwald Avenue, at South Lake Park Avenue -- "Stop"; East 43rd Street, at South Oakenwald Avenue -- "No Through Street"; East 45th Street, at South Greenwood Avenue -- "Four-Way Stop";

Alderman

Location And Type Of Sign

	East 46th Street, at South Lake Park Avenue -- "Stop";
<i>STEELE</i> (6th Ward)	South Indiana Avenue, at East 96th Street -- "Stop";
	East 77th Street and South Greenwood Avenue -- "Stop";
	East 78th Street, at South Greenwood Avenue -- "Stop";
<i>STEELE</i> (6th Ward) and <i>J. EVANS</i> (21st Ward)	East 101st Street and South Dr. Martin Luther King, Jr. Drive -- "Four-Way Stop";
	East 102nd Street and South Dr. Martin Luther King, Jr. Drive -- "Four-Way Stop";
<i>BEAVERS</i> (7th Ward)	East 86th Street, at South Escanaba Avenue -- "Stop";
	East 91st Street, at South Muskegon Avenue -- "Stop";
<i>DIXON</i> (8th Ward)	East 82nd Street, at South Oglesby Avenue -- "Stop";
<i>SHAW</i> (9th Ward)	South Princeton Avenue, at West 124th Street -- "Stop";
<i>HUELS</i> for <i>VRDOLYAK</i> (10th Ward)	South Avenue E, at East 105th Street -- "Stop";

Alderman	Location And Type Of Sign
	East 97th Street and South Yates Avenue -- "Four-Way Stop";
	East 100th Street and South Bensley Avenue -- "Four-Way Stop";
	East 101st Street and South Oglesby Avenue -- "Four-Way Stop";
	East 104th Street and South Avenue J -- "Four-Way Stop";
<i>FARY</i> (12th Ward)	South Homan Avenue, at West 44th Street -- "Stop";
	West 43rd Street, from South Cicero Avenue to South Laporte Avenue; West 44th Street, from South Cicero Avenue to South Leamington Avenue; and West 45th Street, from South Cicero Avenue to South Leamington Avenue -- "Reduced Speed Limit (25 miles per hour)";
	West 43rd Street, at South Francisco Avenue -- "Stop";
	West 44th Street and South Laporte Avenue -- "Three-Way Stop";
	West 44th Street and South Lamon Avenue -- "Three-Way Stop";
<i>KELLAM</i> (18th Ward)	South Scottsdale Avenue, at West 82nd Place -- "Stop";
	West 83rd Street and South Hoyne Avenue -- "Four-Way Stop";
<i>TROUTMAN</i> (20th Ward)	South Calumet Avenue, at East 70th Street -- "Stop";
<i>J. EVANS</i> (21st Ward)	South Union Avenue, at West 97th Street -- "Stop";

Alderman	Location And Type Of Sign
	West 89th Street and South Emerald Avenue -- "Two-Way Stop";
	South Perry Avenue, at West 96th Street -- "Two-Way Stop";
	South Michigan Avenue, at East 101st Street -- "Stop";
<i>GARCIA</i> (22nd Ward)	South Homan Avenue, at West 30th Street -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	West 52nd Street and South Ridgeway Avenue -- "Four-Way Stop";
<i>HENRY</i> (24th Ward)	West 19th Street, at South Christiana Avenue -- "Stop";
	West 19th Street, at South Sawyer Avenue -- "Stop";
	West 19th Street, at South Spaulding Avenue -- "Stop";
<i>AUSTIN</i> (34th Ward)	South Green Street, at West 112th Street -- "Stop";
	South Wallace Street, at West 112th Street -- "Stop";
<i>KOTLARZ</i> (35th Ward)	West Wellington Avenue and North Karlov Avenue -- "Stop";
<i>BANKS</i> (36th Ward)	First alley north of West Diversey Avenue, between North Sayre Avenue and North Newland Avenue -- "Slow -- Children Playing";
	West George Street, at North New England Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>LAURINO</i> (39th Ward)	North McVicker Avenue, from West Dickens Avenue to West Grand Avenue -- "No Trucks Allowed";
	West Bryn Mawr Avenue, at North Spaulding Avenue -- "Stop";
	North Harding Avenue and West Wilson Avenue -- "Stop";
	North Kimball Avenue and West Berwyn Avenue -- "All-Way Stop";
	North Lowell Avenue and West Granville Avenue -- "Stop";
	North Springfield Avenue and West Wilson Avenue -- "Stop";
<i>O'CONNOR</i> (40th Ward)	West Balmoral Avenue, at North Hoyne Avenue -- "Stop";
	West Gunnison Street, at North Gunnison Street -- "Stop";
	North Rockwell Street, at West Gunnison Street -- "Stop";
<i>MADRZYK</i> for <i>PUCINSKI</i> (41st Ward)	West Patterson Avenue (both sides) between North Harlem Avenue and North Neva Avenue -- "No Parking -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday";
<i>EISENDRATH</i> (43rd Ward)	North Greenview Avenue and West Altgeld Street -- "Four-Way Stop";
	North Janssen Avenue and West Altgeld Street -- "Three-Way Stop";

Alderman	Location And Type Of Sign
<i>LEVAR</i> (45th Ward)	<p>Entrances to the east/west alley of West Ardmore Avenue, between North Linder Avenue and North Central Avenue -- "Through Traffic Prohibited";</p> <p>West Berwyn Avenue, at North Mobile Avenue -- "Stop";</p> <p>West Leland Avenue, at North Linder Avenue -- "Stop";</p> <p>West Sunnyside Avenue, at North Kenton Avenue -- "Stop";</p> <p>West Sunnyside Avenue and North Kilbourn Avenue -- "Stop";</p> <p>West Warner Avenue, at North Dickinson Avenue -- "Stop";</p>
<i>SHILLER</i> (46th Ward)	<p>West Bradley Place, at North Freemont Street -- "Stop";</p>
<i>M. SMITH</i> (48th Ward)	<p>North Kenmore Avenue, at West Winona Street -- "Stop";</p> <p>West Catalpa Avenue and North Broadway -- "No Turn On Red -- 7:00 A.M. to 7:00 P.M.";</p>
<i>STONE</i> (50th Ward)	<p>West Touhy Avenue and North Sacramento Avenue -- "No Turn On Red -- 7:00 A.M. to 7:00 P.M.".</p>

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO CONSIDER
INSTALLATION OF "NO PARKING LOADING ZONE -- HANDICAPPED
PARKING" SIGN ON PORTION OF WEST PETERSON AVENUE.

Alderman O'Connor (40th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of a "No Parking Loading Zone --

Handicapped Parking" sign on the east side of North Sacramento Avenue, from a point 30 feet south of West Peterson Avenue, to a point 25 feet south thereof for Brisk Rabbinical College, which would be in effect during the hours of 6:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO CONSIDER INSTALLATION OF "SLOW -- SCHOOL
CROSSING" SIGNS AT SPECIFIED LOCATIONS.

Alderman Fary (12th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of "Slow -- School Crossing" signs, for the day care centers located at 4340 South Lamon Avenue and 4410 South Laporte Avenue, to be in effect during the hours of 7:00 A.M. to 5:45 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER INSTALLATION OF "NO PUBLIC CONSUMPTION
OF LIQUOR" SIGN IN FRONT OF 1163
EAST 43RD STREET.

Alderman T. Evans (4th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of a "No Public Consumption of Liquor" sign in front of 1163 East 43rd Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONDUCT STUDY REGARDING INSTALLATION OF "STOP"
SIGN AT WEST 82ND PLACE AND SOUTH
SCOTTSDALE AVENUE.

Alderman Kellam (18th Ward) presented a proposed order directing the Commissioner of Public Works to conduct a study regarding the installation of a "Stop" sign at West 82nd Place and South Scottsdale Avenue, stopping north/southbound traffic, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONDUCT STUDY REGARDING INSTALLATION OF
"ALL-WAY STOP" SIGNS AT WEST 83RD STREET
AND SOUTH HOYNE
AVENUE.

Alderman Kellam (18th Ward) presented a proposed order directing the Commissioner of Public Works to conduct a study regarding the installation of "All-Way Stop" signs at West 83rd Street and South Hoyne Avenue, stopping east/westbound traffic, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO CAUSE SURVEY FOR INSTALLATION OF "STOP"
SIGN AT WEST POTOMAC AVENUE AND
NORTH MAYFIELD
AVENUE.

Alderman Davis (29th Ward) presented a proposed order directing the Commissioner of Public Works to cause a survey for the installation of a "Stop" sign at West Potomac Avenue and North Mayfield Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CAUSE SURVEY FOR INSTALLATION OF "ONE-WAY"
SIGN AT CORNER OF ALLEY BETWEEN
NORTH PARKSIDE AVENUE AND
NORTH WALLER
AVENUE.

Alderman Davis (29th Ward) presented a proposed order directing the Commissioner of Public Works to cause a survey for the installation of a "One-Way" sign at the corner of the alley between North Parkside Avenue and North Waller Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO CAUSE SURVEY FOR INSTALLATION OF "SLOW"
SIGN IN ALLEY BETWEEN NORTH PARKSIDE
AVENUE AND NORTH WALLER AVENUE.

Alderman Davis (29th Ward) presented a proposed order directing the Commissioner of Public Works to cause a survey for the installation of a "Slow" sign in the alley between North Parkside Avenue and North Waller Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF FIVE TON WEIGHT
LIMITATION ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on North Oakley Avenue, between North Milwaukee Avenue and West Armitage Avenue; and on North Wilmot Avenue, between North Oakley Avenue and West Armitage Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred-- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented ten proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 6-F bounded by:

a line 45.30 feet north of and parallel to West 28th Street; South Union Avenue; West 28th Street; and the alley next west of and parallel to South Union Avenue.

To classify as an R1 Single-Family Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 6-G bounded by:

West Fuller Street; South Loomis Street; South Archer Avenue; South Grady Court; and the south line of the Stevenson Expressway.

To classify as an R1 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 8-G bounded by:

West 32nd Street; South Lituanica Avenue; West 32nd Place; a line 118 feet east of and parallel to South Morgan Street; the alley next north of and parallel to West 32nd Place; and a line 145 feet east of and parallel to South Morgan Street.

BY ALDERMAN KRISTYNIAK (23rd Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 12-M bounded by:

a line 84.5 feet north of and parallel to West 54th Street; a line 85.14 feet east of and parallel to South Melvina Avenue; West 54th Street; and South Melvina Avenue.

BY ALDERMAN ROTI for ALDERMAN BUTLER (27th Ward):

To classify as an R3 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 1-H bounded by:

the alley next north of and parallel to West Grand Avenue; a line 225 feet east of North Leavitt Street; West Grand Avenue; and a line 175 feet east of North Leavitt Street.

BY ALDERMAN FIGUEROA (31st Ward):

To classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 5-J bounded by:

West North Avenue; North Central Park Avenue; the first alley north of West North Avenue; and a line 50 feet west of and parallel to North Central Park Avenue.

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area shown on Map No. 5-J bounded by:

North Central Park Avenue; the first alley west of North Central Park Avenue; the first alley west of West North Avenue; and a line 60.5 feet north of and parallel to the first alley north of West North Avenue.

To classify as a C2-1 General Commercial District instead of an R3 General Residence District the area shown on Map No. 5-J bounded by:

West North Avenue; North Drake Avenue; the first alley north of West North Avenue; and a line parallel to and 75 feet east of North Drake Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-H bounded by:

West Wolfram Street; the alley next west of North Ashland Avenue; the alley next south of West Wolfram Street; a line 326.25 feet east of North Paulina Street; West Diversey Parkway; North Paulina Street; the alley next south of West Wolfram Street; and a line 205.3 feet east of North Paulina Street.

BY ALDERMAN STONE (50th Ward):

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 17-I bounded by:

a line 98.21 feet north of West Arthur Avenue; North California Avenue; West Arthur Avenue; and the alley next west of North California Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-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
<i>T. EVANS</i> (4th Ward)	Pruitt Condominium Association;
<i>DIXON</i> (8th Ward)	8220 -- 8226 South Jeffery Condominium Association;
<i>MADRZYK</i> (13th Ward)	Mr. Joseph Thomas Hunt; Kings Court Condominium Association I;
<i>BURKE</i> (14th Ward)	Billie R. Holmes;
<i>BIALCZAK</i> (30th Ward)	Italo Lampignano;
<i>GILES</i> (37th Ward)	Mr. Frank D. Tate;
<i>LAURINO</i> (39th Ward)	Ms. Clara Caspan; Mr. Les Neudorf;
<i>O'CONNOR</i> (40th Ward)	Tudor Manor Condominium Association,

Alderman

Claimant

NATARUS (42nd Ward)Faulkner House Condominium
Association;Lowell House Condominium
Association;

Ms. Kerri Rae McDaniel;

Mr. Steven R. Ostrander;

EISENDRATH (43rd Ward)

Ambassador House Condominiums;

Park Astor Condominium Association;

Wrightwood Burling Place Condo
Association;*LEVAR* (45th Ward)

Fountaineire Condominium;

Mr. Ronald L. Godla;

Kerry Courts Condominium
Association;

Mr. Jerrold Krieter;

Mango Garden Condominium
Association;

Mr. Joseph Mroczek;

Mr. Eugene P. Mroz;

SHILLER (46th Ward)

Ms. Betty J. Hilt;

Kenmore-Leland West Condominium
Association;707 Junior Terrace Condominium
Association;

Alderman

Claimant

M. SMITH (48th Ward)3631 Pine Grove Condominium
Association;

Granville Beach Condominiums;

ORR (49th Ward)High Ridge East Condominium
Association;

Lifestyle II Condo Association;

Navarro Condo Association;

6225 Kenmore Condominium
Association, Incorporated;6410 -- 6412 North Glenwood
Condominium Association;*STONE* (50th Ward)Estes-Washtenaw Condominium
Association;

Ms. Joanne Lesly Musgrave;

Mr. Julius Nathan.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- ESTABLISHMENT OF TAXICAB STAND NUMBER 601
ON PORTION OF WEST HARRISON STREET.

A proposed ordinance to establish Taxicab Stand Number 601 along the north curb of West Harrison Street, from a point 60 feet west of the building line of South Jefferson Street, to a point 90 feet west thereof, for five taxicabs, which was *Referred to the Committee on Local Transportation*.

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:

American National Bank, under Trust No. 48030 -- to maintain and use a subsurface vault under a portion of North Holden Court, adjacent to 1 -- 17 East Washington Street;

American National Bank, under Trust No. 57803 -- to maintain and use vaulted areas under portions of South LaSalle Street, West Washington Street and the east/west public alley adjacent thereto;

American National Bank and Trust, under Trust No. 60188 -- to maintain and use vaulted areas under portions of South Wabash Avenue and the alley parallel thereto, adjacent to 23 -- 25 South Wabash Avenue;

Burnham Plaza Mart, Incorporated, doing business as Burnham Plaza Mart -- to maintain and use a portion of the public way adjacent to 828 South Wabash Avenue for a sidewalk cafe;

John W. C. Carlson -- to maintain and use vaulted areas adjacent to 37, 39 and 41 South Wabash Avenue;

John W. C. Carlson -- to maintain and use vaulted areas adjacent to 218, 220 and 226 South Wabash Avenue;

DePaul University -- to maintain and use vaulted areas, conduits, cables, telephone cables and utility piping at various locations;

Fabulous Foods, Incorporated, doing business as Subway -- to maintain and use a portion of the public way adjacent to 201 North Clark Street for a sidewalk cafe;

Fannie May Candies -- to maintain and use vaulted areas on portions of East Randolph Street and North Wabash Avenue, adjacent to 51 -- 55 East Randolph Street;

Illinois Institute of Technology -- to construct, install and maintain ventilation areawells, a manhole and an earth retention system in the public way adjacent to 565 West Adams Street;

Kroch's & Brentano's, Incorporated -- to maintain and use a vaulted area under the public way adjacent to 29 South Wabash Avenue;

Liberty Engraving Company -- to maintain and use a vaulted area under the public way adjacent to 1112 South Wabash Avenue;

R.C.L.U., doing business as Red Kerr's Restaurant -- to maintain and use a portion of the public way adjacent to 138 South Clinton Street for a sidewalk cafe;

Ronnies II Corporation -- to maintain and use a vaulted area and two vertical ventilation ducts under and in the public ways adjacent to 20 South State Street; and

Wabash Partners -- to maintain and use a vaulted area in the public way adjacent to 1130 South Wabash Avenue.

Referred -- APPROVAL OF PLAT OF DEARBORN
PRAIRIE TOWNHOMES PHASE TWO.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Dearborn Prairie Townhomes Phase Two located in the area bounded by South Clark Street, South Federal Street, West 14th Street and West 15th Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD UNITED STATES CONFERENCE
OF MAYORS' DINNER ON PORTION OF SOUTH
LA SALLE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. John Trick, Office of Special Events, to hold the United States Conference of Mayors'

dinner on that part of South LaSalle Street, from West Jackson Boulevard to West Adams Street, on Friday, June 15, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

*Referred -- PERMISSION TO ERECT TENT IN FRONT
OF CHICAGO THEATER.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Caterers/Mr. Garth Livingston, to erect a tent in front of the Chicago Theater in conjunction with the 1990 Neacon Convention, which was *Referred to the Committee on Special Events and Cultural Affairs.*

*Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.*

Also, three proposed orders directing the Commissioner of General Services to issue permits to the 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:

Deli Express, Incorporated -- for one canopy at 632 South Wabash Avenue;

Jan Drake's Garden Cafe -- for one canopy at 30 North Wabash Avenue; and

The Schubert Organization, Incorporated -- for one canopy at 22 West Monroe Street.

Presented By

**ALDERMAN ROTI (1st Ward) And
ALDERMAN NATARUS (42nd Ward):**

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF EAST
RANDOLPH STREET FOR NINTH ANNUAL BUD LIGHT
UNITED STATES TRIATHLON SERIES CHICAGO
TRIATHLON.*

A proposed order directing the Commissioner of Public Works to grant permission to Bud

Light, United States Triathlon Series, CAT Sports, Incorporated, c/o Mr. Rick Staback, to close to traffic the eastbound lanes of East Randolph Street, between East Field Plaza Drive and North Lake Shore Drive, in conjunction with the Ninth Annual Bud Light United States Triathlon Series Chicago Triathlon for the period extending July 7 through July 8, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN TILLMAN (3rd Ward):

**EXECUTION OF CONSENT AND SUBORDINATION AGREEMENT
WITH BOULEVARD BANK N.A. FOR 55TH AND
WENTWORTH SHOPPING CENTER PROJECT.**

A proposed ordinance reading as follows:

WHEREAS, The City Council of the City of Chicago (the "City") by ordinance passed on September 9, 1987, authorized the Commissioner of the Department of Economic Development to negotiate and enter into a Redevelopment Agreement and other loan documents to secure a \$935,000 Urban Development Action Grant Loan to Ryan Center Limited Partnership I (the "Developer") to be used for partial funding of the 55th and Wentworth Shopping Center Project (the "Project"); and

WHEREAS, To complete the Project, it is necessary for the Developer to increase the private senior mortgage from \$4,700,000 to \$5,550,000 which requires the City's consent and the subordination of the City's second mortgage to the additional amount of \$850,000 plus interest thereon; and

WHEREAS, It is in the best interests of the City that the Project be completed; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City is hereby authorized, with the advice and consent of the Comptroller, to enter into and execute on behalf of the City a Consent and Subordination Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, subordinating the City's second mortgage to the amended senior mortgage in an amount not to exceed \$850,000 plus interest thereon.

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

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

Exhibit "A".

Consent And Subordination Agreement.

WHEREAS, The Devon Bank, as Trustee, under Trust Agreement 5349, (the "Mortgagor") did execute a Junior Mortgage dated February 24, 1988 (the "Junior Mortgage"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 10, 1989, Document No. 89013625, to the City of Chicago, an Illinois municipal corporation and home rule unit (the "City/Mortgagee") to secure a Promissory Note (the "Junior Note" and collectively, the "Junior Loan Documents") in an amount of \$935,000 with interest payable as therein provided; and

WHEREAS, The Junior Mortgage was subordinate only to the lien of that certain Mortgage dated October 2, 1987 between the Mortgagor and Boulevard Bank N.A. (the "Senior Lender") and recorded in the Office of the Recorder of Deeds of Cook County, Illinois October 2, 1987 as Document No. 87539219, amended on October 26, 1988 by Modification Agreement recorded as Document No. 88494013 (collectively the "Senior Mortgage"); and

WHEREAS, The Mortgagor is not in default under the Senior Loan Documents as hereinafter defined; and

WHEREAS, The Mortgagor desires to amend the Senior Mortgage, the Note related thereto (the "Senior Note") and other loan documents related thereto (the "Senior Loan Documents") to increase the principal amount of the loan thereunder from \$4,700,000 to \$5,550,000 with the interest rate and term remaining unchanged and in full force and effect (the "Amendment").

Now, Therefore, In order to induce the City to consent to the Amendment and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The City represents that it is the holder and legal owner of the Note secured by the Junior Mortgage.
2. The City consents to the terms of the foregoing Amendment.
3. The City covenants and agrees that the rights, interests and claims of the City under the Junior Mortgage are and shall remain at all times subject and subordinate to the amended Senior Mortgage of Boulevard Bank N.A. provided that the aggregate principal indebtedness shall not exceed the remaining principal balance of the Senior Mortgage as of the date of this Consent and Subordination Agreement together with interest thereon, plus the additional amount of \$850,000 plus interest thereon at the

rate of interest as set forth in the original Senior Loan Documents. The City does not waive any of its rights, interests and claims under the Junior Mortgage except to the extent of the additional funding as stated above.

4. The Senior Lender covenants and agrees that under any event of default which permits the Senior Lender to enforce its remedies under the Senior Loan Documents, the Senior Lender shall give written notice to the City providing the City with a ten (10) day period to cure such default at the option of the City.

5. The Senior Lender shall not amend, extend, waive, modify or alter the Senior Loan Documents without the written consent of the City.

6. The Senior Lender acknowledges and agrees that as of the date hereof, the Mortgagor has performed all obligations under the Senior Loan Documents and is not in default under any of the Senior Loan Documents and the Senior Lender has no knowledge of any matter which with notice or the passage of time would constitute a default under the Senior Loan Documents.

7. The Mortgagor, as a condition of this Consent and Subordination Agreement, shall in the event of prepayment of any portion of the Senior Note, make a concurrent prepayment of the Junior Note. Failure to make such concurrent prepayment will constitute an event of default under the Junior Note.

In Witness Whereof, This instrument has been executed by the City of Chicago and Boulevard Bank N.A. this _____ day of _____, 1990.

City of Chicago

By:

Commissioner,
Department of Economic
Development

Boulevard Bank N.A.

By: _____

Its: _____

Devon Bank not personally but as
Trustee under Trust Agreement
5349.

By: _____

Its: _____

Alderman Tillman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

Presented By

ALDERMAN TILLMAN (3rd Ward) And OTHERS:

CONGRATULATIONS EXTENDED TO NATIONAL NEWSPAPER
PUBLISHERS ASSOCIATION ON ITS FIFTIETH
ANNIVERSARY CONVENTION.

A proposed resolution, presented by Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Gabinski, Austin, Banks, Giles, Cullerton, Eisendrath, Hansen, Shiller, M. Smith and Orr, reading as follows:

WHEREAS, The National Newspaper Publishers Association (N.N.P.A.) is convening its Golden 50th Anniversary Convention in Chicago, June 27 -- 30 at the Chicago Hilton and Towers; and

WHEREAS, The President's Reception will be held at the DuSable Museum for African American History on June 27th at 6:00 P.M.; and

WHEREAS, The Chicago Convention Committee is comprised of: John H. Sengstacke, Publisher, *Chicago Defender*; William Garth, Publisher, *Citizen Newspapers*; Charles Armstrong, Jr., Assistant Publisher-Editor, *The Chicago Metro News*; Hurley L. Green, Sr., Publisher, *Chicago Independent Bulletin*; Robert Johnson, Associate Publisher, *Jet Magazine*; Dorothy R. Leavell, Publisher, *Chicago Standard Newspaper*; Don McIlvaine, Publisher-Editor, *Muslim Journal*; and Ibn Sharrieff, Publisher-General Manager, *Chicago Tri-City Journal*; and

WHEREAS, The theme for the 50th Anniversary Convention is "Power of the Black press: Forging a way for the underprivileged of the World"; and

WHEREAS, The Black press has historically served as a positive force in the Black community, giving a Black's perspective of the world news; and

WHEREAS, The Black press credo has been that America can best lead the world away from racial and national antagonism when it accords to every person, regardless of race, color or creed, full human and legal rights; Hating no person, Fearing no person, the Black press strives to help every person in the firm belief that all are hurt as long as anyone is held back; and

WHEREAS, In approaching the third millennium, the year 2000, the importance of the Black press is ever increasing in portraying Black and minority leadership in a positive manner, so our youth can have role models that they can be proud of; now, therefore,

Be It Resolved, That the City Council of Chicago on this, the 27th day of June, in the year of our Lord, 1990, supports the goals and aspirations of the National Newspaper Publishers Association, and declares that the week of June 27th -- 30th be National Newspaper Publishers Association Week; and

Be It Further Resolved, That a copy of this resolution be presented to Thomas H. Watkins, Jr., President of the N.N.P.A. and also, a copy be presented to the Chicago Convention Committee Members.

Alderman Tillman 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 Tillman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

Presented By

ALDERMAN T. EVANS (4th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

4443 South Ellis Avenue;

4800 South Champlain Avenue;

3915 South Vincennes Avenue; and

3919 South Vincennes Avenue;

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

4443 South Ellis Avenue;

4800 South Champlain Avenue;

3915 South Vincennes Avenue; and

3919 South Vincennes Avenue;

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

Alderman T. Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Referred-- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
CONVEYANCE OF CITY-OWNED PROPERTIES TO
GRANT MEMORIAL AFRICAN METHODIST
EPISCOPAL CHURCH.

Also, a proposed ordinance to amend a previously passed ordinance which authorized the conveyance of city-owned properties located at 4151 South Drexel Avenue/908 -- 918 East 42nd Place and 4201 -- 4243 South Drexel Avenue/909 -- 915 East 42nd Place, to Grant

Memorial African Methodist Episcopal Church by striking the purchase prices of \$29,700.00 and \$32,500.00, respectively, and inserting in lieu thereof the purchase prices of \$1.00 and \$1.00, respectively, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases.*

Referred-- PERMISSION TO HOLD JUN JUN FESTIVAL
ON PORTION OF SOUTH DREXEL BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Muhuri H. Fahara for the conduct of the Jun Jun Festival on that part of South Drexel Boulevard, from East 43rd Street to East 45th Street, during the period of July 28 and 29, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred-- INSTALLATION OF CROSSWALK AT
5238 SOUTH DREXEL BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to give consideration to the installation of a crosswalk at 5238 South Drexel Boulevard, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred-- IMPLEMENTATION OF CHICAGO TAX REACTIVATION
PROGRAM ON BEHALF OF REZMAR CORPORATION FOR
REHABILITATION OF PROPERTY AT 2358 --
2360 EAST 70TH PLACE.

A proposed ordinance to implement the Chicago Tax Reactivation Program on behalf of Rezmar Corporation for the rehabilitation of the forfeited property located at 2358 -- 2360 East 70th Place, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases.*

Referred -- GRANT OF PRIVILEGE TO UNIVERSITY OF CHICAGO
TO MAINTAIN AND USE PIPE VAULT AND STEEL
CONDUITS UNDER AND ACROSS PORTIONS OF
SPECIFIED PUBLIC WAYS.

Also, a proposed ordinance to grant permission and authority to the University of Chicago, File 25, to maintain and use a concrete pipe vault and two steel conduits under and across portions of East 60th Street and South Kenwood Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD SUNDRY EVENTS AT
SPECIFIED LOCATIONS.

Also, five proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the events noted at the locations and for the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Ms. Dee Brown, The Hunger Project -- for the conduct of "World Hunger Day" on the north side of East 59th Street, between South Dorchester Avenue and South Woodlawn Avenue, on Sunday, June 17, 1990;

Mr. Oscar Edmonds, c/o Office of State Representative Donne Trotter -- for the conduct of a neighborhood appreciation event on that part of East 72nd Street, from South Luella Avenue to South Crandon Avenue, on Saturday, July 28, 1990;

Ms. Ann Ivester, South Shore Task Force on Drug and Gang Abatement -- for the conduct of an anti-drug march on that part of South Stony Island Avenue, from East 75th Street to East 87th Street, on Saturday, June 16, 1990;

Mr. Ellis Jackson, Saint Luke's Baptist Church -- for the conduct of an annual picnic on that part of East 73rd Street, from South Coles Avenue to South Exchange Avenue, on Saturday, July 21, 1990; and

Ms. Bernadine Randle -- for the conduct of an annual block party on that part of East 73rd Street, from South Exchange Avenue to South Coles Avenue, on Saturday, July 14, 1990.

Presented By

**ALDERMAN BLOOM (5th Ward),
ALDERMAN BEAVERS (7th Ward) And
ALDERMAN DIXON (8th Ward):**

Referred -- PERMISSION TO HOLD SIDEWALK SALES
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order directing the Commissioner of Public Works to grant permission to the South Shore Council of Commerce to hold sidewalk sales on portions of East 71st Street, East 75th Street, East 79th Street and South Jeffery Boulevard, during the periods of August 2 through 4 and August 10 through 11, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
8800 SOUTH COTTAGE GROVE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Rose Dillon to hold a sidewalk sale at 8800 South Cottage Grove Avenue, during the period of June 29 and 30, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- PERMISSION TO HOLD TENTH ANNUAL MCKINLEY
SOUTH CHICAGO NEIGHBORHOOD HOUSE STREET FAIR ON
PORTIONS OF EAST 85TH STREET AND SOUTH
MACKINAW AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr.

Gregory Terry to hold the 10th Annual McKinley South Chicago Neighborhood House Street Fair on that part of East 85th Street, from South Greenbay Avenue to South Buffalo Avenue and on that part of South Mackinaw Avenue, from 8400 south to 8600 south, for the period extending August 17 through August 19, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred-- APPROVAL OF PLAT OF WASHINGTON
TERRACE TOWNHOMES ON PORTION OF
EAST 83RD STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Washington Terrace Townhomes on that part of East 83rd Street, between South Woodlawn Avenue and the westerly right-of-way line of the New York, Chicago and St. Louis Railroad, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN SHAW (9th Ward):

Referred-- WAIVER OF FEES FOR REHABILITATION
OF YOUNG MENS CHRISTIAN ASSOCIATION
HOUSING FACILITY AT 4 EAST
111th STREET.

A proposed ordinance directing the Commissioner of Inspectional Services, the Chief Electrical Inspector of Inspectional Services and the Commissioner of Water to issue without charge all necessary permits to the Young Mens Christian Association for the rehabilitation of 168 single-room occupancy units at 4 East 111th Street, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHAW (9th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 31 AND 33 BY ADDING PROVISIONS FOR REMOVAL OR TRIMMING OF TREE ROOTS CAUSING DAMAGE TO PRIVATE PROPERTY.

A proposed ordinance, presented by Aldermen Shaw, Rush, Tillman, T. Evans, Steele, Carter, Streeter, Kellam, J. Evans, Henry, Davis, Banks, Giles, Cullerton, Laurino, Levar, Orr and Stone, to amend Municipal Code Chapters 31 and 33 by adding a new paragraph to Chapter 31, Section 31-8 and a new section to Chapter 23, to be known as Section 33-50.1, which would provide for the removal of tree roots on private property when said roots are the cause of damage to house sewers, private drains, sidewalks or driveways, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN SHAW (9th Ward),
ALDERMAN E. SMITH (28th Ward)
And OTHERS:**

Referred -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS URGED TO HOLD PUBLIC HEARINGS ON PROBLEM OF INCREASING HOMICIDE RATE.

A proposed resolution, presented by Aldermen Shaw, E. Smith, Rush, Tillman, T. Evans, Bloom, Steele, Dixon, Carter, Streeter, Kellam, Sheahan, J. Evans, Garcia, Henry, Soliz, Gutierrez, Davis, Figueroa, Giles, Cullerton, O'Connor, Natarus, Eisendrath, Hansen, Shiller and Orr, urging the Committee on Police, Fire and Municipal Institutions to hold public hearings to examine the causes of and possible solutions to Chicago's increasing homicide rate, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred-- GRANT OF PRIVILEGE TO SPIEGEL, INCORPORATED
TO MAINTAIN AND USE STEAM AND RETURN PIPES AND
MANHOLE UNDER AND ACROSS PORTION OF
WEST 35TH STREET.

A proposed ordinance to grant permission and authority to Spiegel, Incorporated to maintain and use steam and return pipes, and a manhole under and across a portion of West 35th Street, near South Aberdeen Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ESTABLISHMENT OF RESIDENT PERMIT PARKING
PROGRAM DURING ATHLETIC EVENTS
AT COMISKEY PARK.

Also, a proposed ordinance to establish a residential permit parking zone for all streets zoned R5 or below in the area bounded by West 31st Street, West Pershing Road, South Wentworth Avenue and South Halsted Street during athletic events at Comiskey Park, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH GRATTEN STREET FOR DAY
CAMP PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Benton House Community Center Day Camp to close to traffic that part of South Gratten Street, from 3034 to 3052, for the period extending July 1 through August 10, 1990 for day camp purposes, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4 TO
REQUIRE FILING OF ALDERMANIC DISCLOSURE
STATEMENTS ON MONTHLY BASIS.

A proposed amendment to Municipal Code Chapter 4, Sections 4-2.4 and 4-2.5, which would require the filing of aldermanic disclosure statements on a monthly basis, beginning August 1, 1990, which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- EXEMPTION OF MARANATHA ASSEMBLY OF GOD
CHURCH FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY.

Also, a proposed ordinance to exempt Maranatha Assembly of God Church from the physical barrier requirement pertaining to alley accessibility, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 5917 -- 5921 SOUTH PULASKI ROAD.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Joseph Knapczyk to maintain and use one canopy attached to the building or structure at 5917 -- 5921 South Pulaski Road, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN CARTER (15th Ward):

PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SOUTH
WASHTENAW AND SOUTH FAIRFIELD AVENUES FOR
MC KAY ELEMENTARY SCHOOL FESTIVAL.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lithuanian Health Medical Foundation, 2458 West Lithuania Plaza Court, to close to traffic South Washtenaw and South Fairfield Avenues, between West 69th and West 70th Streets, for the period of June 26 through July 2, 1990, during the hours of 11:00 A.M. and 12:00 Midnight each day, in conjunction with a festival to be conducted on the school grounds of the McKay Elementary School, 6901 South Fairfield Avenue.

Alderman Carter 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 Carter, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Referred-- PERMISSION TO HOLD FIFTEENTH WARD FAMILY
DAY PICNIC ON PORTION OF WEST
GARFIELD BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Alderman Marlene C. Carter to hold the 15th Ward Family Day Picnic on that part of West Garfield Boulevard, from South Hoyne Avenue to South Western Avenue, on Saturday, July 21, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

**ALDERMAN CARTER (15th Ward) And
ALDERMAN STREETER (17th Ward):**

CONGRATULATIONS AND BEST WISHES EXTENDED TO ENGLEWOOD
TOGETHER COALITION FOR SUCCESSFULLY ADDRESSING
HEALTH ISSUES IN COMMUNITIES OF ENGLEWOOD
AND WEST ENGLEWOOD.

A proposed resolution reading as follows:

WHEREAS, Englewood Together is a coalition of concerned citizens, community leaders, churches and social service providers organized to meet the health and education needs of Englewood and West Englewood communities; and

WHEREAS, As a part of the Planned Approach to Community Health (P.A.T.C.H.) coalition, a team which includes local and state health departments as well as the Center for Disease Control, 15 community volunteers and the staff of Englewood Together has undergone a massive community survey, succeeding in more than 800 random telephone interviews with over 200 questions per survey between December 1, 1989 and January 31, 1990, and gathering information which will be used in addressing the health needs of Englewood and West Englewood; and

WHEREAS, It is hoped that this information will succeed in diminishing the area's many health problems, including an unconscionably high infant mortality rate and many other issues as well; and

WHEREAS, The leaders of our great City encourage and support such a beneficial and positive program as that of the Englewood Together organization; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of June, 1990, A.D., do hereby congratulate Englewood Together and its President, George P. Bogan, III, on a job already well done and extend to this great organization our best wishes for continued success in improving the quality of life in our great Englewood and West Englewood communities; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Englewood Together.

Alderman Carter 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 Carter, seconded by Alderman Streeter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Presented For

ALDERMAN LANGFORD (16th Ward):

Referred -- PERMISSION TO HOLD TRADING POST AND ART
FAIR ON PORTION OF WEST 71ST STREET.

A proposed order, presented by Alderman Carter, directing the Commissioner of Public Works to grant permission to New Friendship Missionary Baptist Church to hold a trading post and art fair on that part of West 71st Street, from 834 to 855, on July 14, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 7900 SOUTH LAFAYETTE AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to James D. Ahern Signs and Company for the erection of a sign/signboard at 7900 South Lafayette Avenue for Shell Oil Company, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN KELLAM (18th Ward):

Referred -- ISSUANCE OF PERMIT AND WAIVER OF FEES
FOR SUMMERFEST/STREET CARNIVAL ON PORTIONS
OF SOUTH WHIPPLE STREET AND SOUTH
FRANCISCO AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to the Wrightwood Improvement Association and to waive fees for the conduct of a summerfest/street carnival on those portions of South Whipple Street and South Francisco Avenue, from West 83rd to West 85th Streets, for the period extending August 10 through August 12, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PORTION OF WEST 83RD STREET CLOSED TO
TRAFFIC FOR SAINT BEDES
SUMMERFEST VIII.

Also, a proposed order directing the Commissioner of Public Works to prohibit traffic on that part of West 83rd Street, from South Scottsdale Avenue to South Kostner Avenue, for the conduct of the Saint Bedes Summerfest VIII, for the period extending July 13 through July 15, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF WEST 103RD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Stewarts Family Store for the conduct of a sidewalk sale on both sides of West 103rd Street, between South Longwood Drive and South Walden Parkway, for the period of July 6 and 7, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE
ON PORTIONS OF WEST 111TH STREET AND
SOUTH KEDZIE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Mount Greenwood Chamber of Commerce, Mrs. Darlene Meyers Larson, Baron Shoes, for the conduct of a sidewalk sale on both sides of West 111th Street, from South Sacramento Avenue to South Homan Avenue, and on both sides of South Kedzie Avenue, from West 103rd Street to West 112th Street, during the period of July 27 and 28, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS TO HOLD CHILDREN'S
FAIR ON PORTION OF WEST 95TH STREET.

Also, a proposed order directing the Commissioner of Public Works to issue permits to the 95th Street Business Association for the conduct of a children's fair on both sides of West 95th Street, from South Western Avenue to South Ashland Avenue, on Saturday, August 4, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK
SALE ON PORTION OF WEST 103RD STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Mike Fahey to hold a sidewalk sale on both sides of West 103rd Street, from South Longwood Drive to South Walden Parkway, during the period of July 6 and 7, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- EXEMPTION OF BEVERLY BANK FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY.

Also, a proposed order directing the Commissioner of Public Works to waive the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to Beverly Bank, 11150 South Western Avenue, 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 KRYSYNIAK (23rd Ward):

Referred -- APPROVAL OF PLAT OF PERIC RESUBDIVISION
ON PORTION OF WEST 55TH STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Peric Resubdivision located on the north side of West 55th Street, near South Kedvale Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF SOUTH LOREL AVENUE FOR SAINT CAMILLUS
CHURCH FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Camillus Church to close to traffic that part of South Lorel Avenue, between West 54th Street and West 55th Street, in conjunction with the parish festival, for the period extending July 31 through August 6, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Also, twelve 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. Joseph Bafia -- to park in front of his residence at 5555 South Parkside Avenue;

Mr. Steven E. Bybee -- to park in front of his residence at 6108 West 59th Street;

Mr. Edward Dory -- to park in front of his residence at 6105 South Mayfield Avenue;

Mr. Ronald Fiala -- to park in front of his residence at 5416 South Lockwood Avenue;

Mr. Thomas D. Jahwz -- to park in front of his residence at 5608 South Mayfield Avenue;
Mrs. Joseph E. Kordik, Jr. -- to park in front of his residence at 5855 South Nottingham Avenue;
Mr. Anthony LaPorta -- to park in front of his residence at 5359 South Newland Avenue;
Mr. Edward Madar -- to park in front of his residence at 5227 South Merrimac Avenue;
Mr. James Malan -- to park in front of his residence at 5424 South Newcastle Avenue;
Mr. James W. Phelan -- to park in front of his residence at 5301 South Natoma Avenue;
Mr. John Soverino -- to park in front of his residence at 5811 South Melvina Avenue; and
Mr. Thomas M. Spalla -- to park in front of his residence at 5259 South Nordica Avenue.

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 Outdoors Structures, Incorporated for the erection of signs/signboards at the locations noted for Continental Outdoor, Incorporated, which were *Referred to the Committee on Zoning*, as follows:

4753 South Cicero Avenue;

4849 South Cicero Avenue; and

5235 -- 5237 South Cicero Avenue.

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 4
BY SUBSTITUTING NEW SECTIONS 4-2.1 THROUGH
4-2.11 WHICH WOULD FURTHER SPECIFY
ALDERMANIC EXPENSE ALLOWANCES
AND DISCLOSURE REQUIREMENTS.

A proposed ordinance to amend Municipal Code Chapter 4 by repealing and then recreating in their entirety Sections 4-2.1 through 4-2.11 which would require specified aldermanic expense allowances, recordkeeping statutes and disclosure statement requirements, which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

**ALDERMAN HENRY (24th Ward),
ALDERMAN SHAW (9th Ward) And
ALDERMAN STREETER (17th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 7, 26,
27 AND 178 BY RESTRICTING AND DIVESTING CITY
BUSINESS AND FINANCIAL AFFILIATIONS WITH
REPUBLIC OF SOUTH AFRICA.

A proposed ordinance to amend Municipal Code Chapters 7, 26, 27 and 178 by deleting in their entirety and then recreating Sections 7-34.2, 7-44.1, 26-2 and 27-1 through 27-4 and by deleting subsection 178-24.1(b) which would install provisions for the restriction and eventual divestiture of all City business, financial and contractual obligations with the government of the Republic of South Africa, businesses in South Africa or institutions affiliated with businesses located in or in any way associated with the Republic of South Africa, with said restrictions to be in effect for the duration of the existence of the Republic of South Africa's current system of apartheid, which was *Referred to a Joint Committee comprised of the members of the Committee on Committees, Rules and Ethics and the members of the Committee on Finance*.

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 28
BY ADDING PROVISIONS GOVERNING
SCHOOL VEHICLE OPERATORS.

A proposed ordinance to amend Municipal Code Chapter 28, Section 28-2.11, by adding provisions and by creating a new section, to be known as Section 28-2.11-1, which would degenderize the requirements of school vehicle operators, mandate the furnishing of specified insurance coverage prior to issuance of a school vehicle operator license, and obligate all school vehicle operators to submit to random alcohol and drug testing, which was *Referred to the Committee on Intergovernmental Relations*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,
SECTION 147-2 BY DISALLOWING ISSUANCE OF NEW
PACKAGED GOODS LICENSES ON PORTIONS OF
SPECIFIED PUBLIC WAYS WITHIN
TWENTY-FIFTH WARD.

Also, a proposed ordinance to amend Municipal Code Chapter 147, Section 147-2, which would disallow the issuance of new packaged goods licenses in that area of the twenty-fifth ward bounded by West 16th Street, West 24th Street, South California Avenue and the South Branch of the Chicago River, which was *Referred to the Committee on License*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF WEST CULLERTON AND SOUTH
LEAVITT STREETS FOR
YOUTH RALLY

Also, a proposed order directing the Commissioner of Public Works to grant permission to Iglesia de Dios/Church of God to close to traffic that part of West Cullerton Street, from South Leavitt Street to the first alley west thereof and that part of South Leavitt Street, from West Cullerton Street to the first alley south thereof for the conduct of a youth "Say No To Drugs" rally, for the period extending July 12 through July 15, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Cermak Road Chamber of Commerce and Industry to hold a sidewalk sale on both sides of West Cermak Road, between South Damen and South Kedzie Avenues, for the period extending June 28 through July 1, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
WEST 19TH STREET FOR "KERMES" STREET FAIR.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Providence of God Church to close to traffic that part of West 19th Street, between South Union Avenue and South Halsted Street to hold the "Kermes" street fair during the period of July 14 and 15, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- APPROVAL OF CERTAIN PROPERTIES AS CLASS 6(b) AND
ELIGIBLE FOR COOK COUNTY TAX INCENTIVE.

Also, two proposed resolutions to approve the properties at 2101--2111 South Lumber Street and 2335--2501 South Paulina Avenue as eligible for Class 6(b) tax incentive benefits under the Cook County Real Property Classification Ordinance, which were *Referred to the Committee on Finance*.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST
LE MOYNE AVENUE FOR CARNIVAL/FAIR.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Radio Christ and Verdad, Incorporated, 2559 West Division Street, to close to traffic 3000 West LeMoyné Avenue, between North Luis Munoz Marin Drive and North Humboldt Drive, beginning at 12:00 Noon, July 25, 1990 through 10:00 P.M., July 30, 1990, for the purpose of conducting a carnival/fair.

Alderman Figueroa 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 Figueroa, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

WELCOME EXTENDED TO CITY OF YAUCO, PUERTO RICO
SOFTBALL TEAM MEMBERS.

Also, a proposed resolution reading as follows:

WHEREAS, On Saturday, June 30, 1990, we welcomed to our city the softball team from Yauco, Puerto Rico; and

WHEREAS, This team will be celebrating a sports event to consolidate the friendship of these two great cities; and

WHEREAS, The administration of the City of Chicago is happy to welcome the distinguished delegation to share the hospitality and warmth that characterizes the Windy City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council proclaim the members of the softball team of the great City of Yauco, Puerto Rico, as distinguished visitors of Chicago.

Alderman Gutierrez 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 Gutierrez, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Referred -- PERMISSION TO HOLD SUNDRY EVENTS
AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the events specified for the periods noted, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Theresa Pacione, Chicago Neighborhood Artists -- to hold the 11th Annual Palmer Square Arts Fair on that part of West Palmer Boulevard, from North Sacramento Boulevard to North Kedzie Avenue, for the period extending July 27 through July 29, 1990; and

Radio Christ and Verdad, Incorporated -- to hold a festival on that part of North Luis Munoz Marin Drive, from West LeMoyne Drive to North Humboldt Drive, for the period extending July 25 through July 30, 1990.

Referred -- PERMISSION TO HOLD SIDEWALK SALES
AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold sidewalk sales at the locations and for the periods noted, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Kathy Anderson, Old Milwaukee Chamber of Commerce -- on that part of North Milwaukee Avenue, between West Division Street and North Damen Avenue, for the period extending July 1, 1990 through August 30, 1990; and

Mr. Lawrence Ellis, Old Milwaukee Chamber of Commerce -- on that part of North Milwaukee Avenue, between West Division Street and North Damen Avenue, for the period extending August 2, 1990 through August 4, 1990.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 38
BY ADDING NEW SECTION 38-48.1 TO REQUIRE
RANDOM DRUG AND ALCOHOL TESTING
OF BRIDGE TENDERS.

A proposed ordinance to amend Municipal Code Chapter 38 by adding thereto a new section, to be known as Section 38-48.1, which would require the random testing of bridge tenders for drug and alcohol use and delineate the appropriate actions to be taken pending certain results, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN E. SMITH (28th Ward) And
ALDERMAN SHAW (9th Ward):**

Referred-- COMMITTEE ON FINANCE URGED TO UNDERTAKE
FEASIBILITY STUDY OF REQUIRING CERTAIN
CONTRACTORS WITH CITY TO ESTABLISH
AND OPEN TRADE COURSES FOR
CITY RESIDENTS.

A proposed resolution urging the Committee on Finance to undertake a feasibility study on the issue of requiring companies or contractors involved in large scale contracts with the City of Chicago to establish and make available building trade courses for city residents, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN DAVIS (29th Ward):

CONGRATULATIONS EXTENDED TO MR. ISAIAH THOMAS AND
MR. MARK AQUIRRE OF THE DETROIT PISTONS
BASKETBALL ASSOCIATION.

A resolution reading as follows:

WHEREAS, Many of us are enthusiastic and die hard Chicago Bulls Basketball fans and had hopes shattered when our Bulls were eliminated during the National Basketball Association semi-finals; and

WHEREAS, If we had to lose, it could not have been to a better or more deserving team, better because on that team are two players who grew up on the west side of Chicago, two players who played on our sandlot courts, two players who attended and graduated from our local schools, two players whose family and friends are integral parts of our community life and two players who consistently give back to the community from whence they came; and

WHEREAS, We know that 1991, will be the year of the Bulls, 1990 belongs to the Detroit Pistons and two of our favorite sons, Isaiah Thomas, M.V.P. and Mark Aquirre, always a threat, were very instrumental in making it happen; now, therefore,

Be It Resolved, By The Honorable Richard M. Daley, Mayor, and the Chicago City Council in meeting on this 27th day of June 1990, A.D., that we congratulate our sons Isaiah Thomas and Mark Aquirre for they are indeed true champions.

Alderman Davis 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 Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Referred-- INSTALLATION OF LIGHTS IN ALLEY BETWEEN
5803 AND 5843 WEST WASHINGTON BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to install lights in the alley between 5803 and 5843 West Washington Boulevard, which was *Referred to the Committee on Finance*.

Referred-- PERMISSION TO HOLD STREET FAIR ON
PORTION OF NORTH PARKSIDE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Jacquelyn Murray of the Austin Town Hall to conduct a street fair on that portion of North Parkside Avenue, from West Lake Street to West Race Street, on Saturday, June 10, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred-- PERMISSION TO HOLD FLEA MARKET ON PORTION
OF WEST DIVISION STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Nancy Cohen of the 29th Ward Newspaper to conduct the Profile 29 Flea Market on that part of West Division Street, from 5740 west to the vacant lot, on Saturday, July 14, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred-- ISSUANCE OF PERMIT TO MAINTAIN AND USE EXISTING
CANOPY AT 330 NORTH CENTRAL AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Ahmed Jaber, doing business as United Bros., Incorporated to maintain and use an existing canopy attached to the building or structure at 330 North Central Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN DAVIS (29th Ward) And OTHERS:

**ILLINOIS GENERAL ASSEMBLY URGED TO PASS HOUSE
BILL 1802 TO INCREASE STATE ALLOCATION
UNDER REAPP PROGRAM.**

A proposed resolution, presented by Aldermen Davis, Streeter, Troutman, J. Evans, E. Smith and Giles, reading as follows:

WHEREAS, In 1984, three Chicago Community Organizations . . . South Austin Coalition Community Council, Northwest Community Council, Northwest Community Organization and the Action Coalition of Englewood developed and had introduced to the Illinois General Assembly, the 12% of income winter payment plan for the poor as a way of cutting down on utility shut-offs and making heat affordable for the poor; and

WHEREAS, In 1985, the Illinois General Assembly passed and Governor Thompson signed a three-year demonstration program to be funded with Illinois' share of the Exxon Oil overcharge money; and

WHEREAS, This program was hailed by legislators, utility companies and low income consumers themselves; but when the Exxon money ran out the question of how to fund the program on a permanent basis arose; and

WHEREAS, A Governor's Task Force established and recommended major revisions . . . combining state funds and two sources of federal funds totaling \$128 Million Dollars for the year 1989 -- 1990; and

WHEREAS, In 1989, 23,000 households in Chicago and 40,000 households statewide were denied due to a lack of funds; and

WHEREAS, This program has been severely cut to the extent one can reasonably project that more than 40,000 households statewide will be shut out for the year 1990 -- 1991; however, there is still a sliver of hope and that hope is in the form of House Bill 1802, sponsored by State Representative Barbara Flynn Currie, which would increase the proposed state allocation for the REAPP Program by \$20,000,000 Million Dollars; now, therefore,

Be It Resolved, by the Chicago City Council, That we, in meeting on this 27th day of June, 1990, A.D., do hereby urge the Illinois General Assembly to pass House Bill 1802, so that thousands of Chicago and Illinois low income residents can have heat during the upcoming winter.

Alderman Davis 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 Davis, seconded by Alderman Streeter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- PERMISSION TO HOLD ANNUAL FUN FAIR ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. James E. Korba to conduct an annual fun fair on those portions of North Long Avenue and North Lorel Avenue, from the alley south of West Fullerton Avenue to West Belden Avenue, and that portion of West Belden Avenue, from North Long Avenue to North Lockwood Avenue, for the period extending July 17 through July 31, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN FIGUEROA (31st Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193 BY
ADDING NEW SECTIONS 193-1.7 AND 193-1.8 TO ALLOW
TEMPORARY DETAINMENT AND QUESTIONING OF
PERSONS SUSPECTED OF INVOLVEMENT IN
ILLEGAL DRUG TRANSACTIONS ON
PUBLIC WAYS.

A proposed ordinance to amend Municipal Code Chapter 193 by adding thereto new

sections, to be known as Sections 193-1.7 and 193-1.8, respectively, to allow for the temporary detainment, questioning and searching of persons who, through their appearances and/or actions, are suspected of solicitation, sale, purchase, possession or transfer of controlled substances along the public way, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

*Referred -- PERMISSION TO HOLD CHURCH CARNIVAL ON
PORTION OF NORTH LYNDALE AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend Andre J. Weller of Maternity B.V.M. Church to hold carnival on that part of North Lyndale Avenue, from West North Avenue to West LeMoyne Avenue, for the period extending August 8 through August 12, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

**ALDERMAN FIGUEROA (31st Ward) And
ALDERMAN GARCIA (22nd Ward):**

*Referred -- CHICAGO TRANSIT AUTHORITY URGED TO
REINSTATE MS. GLORIA CHEVERE TO TOP
ADMINISTRATIVE POSITION.*

A proposed resolution reading as follows:

WHEREAS, The percentage of Latinos employed by the Chicago Transit Authority is woefully below any level that approaches parity with the percentage of Latinos living in the City of Chicago; and

WHEREAS, Gloria Chevere, who was the highest-ranking Latino employed by the Chicago Transit Authority, was recently terminated through a re-organization of the C.T.A. management; and

WHEREAS, Ms. Chevere was an outstanding administrator and served her community with dignity and compassion as a top official within the C.T.A.; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the Chicago Transit Authority be urged to re-hire Gloria Chevere in a top management position consistent with the re-organization principles recently adopted by the C.T.A. Ms. Chevere must be allowed to continue her outstanding public service as a Senior Deputy administrator who has contributed to the administration of fairness, professionalism, and quality service at the C.T.A.

Alderman Figueroa moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Carter, Streeter, Sheahan, J. Evans, Garcia, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Kotlarz, Natarus, Shiller, Orr -- 22.

Nays -- Aldermen Roti, Huels, Fary, Kellam, Krystyniak, Banks, Cullerton, Laurino, Hansen, Levar -- 10.

Thereupon, on motion of Alderman Figueroa, the foregoing proposed resolution was *Referred to the Committee on Local Transportation.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

*Referred -- ISSUANCE OF PERMIT TO CONSTRUCT AND MAINTAIN
CANOPY AT 1055 NORTH ASHLAND AVENUE.*

A proposed order directing the Commissioner of General Services to issue a permit to Super Delight to construct, maintain and use one canopy to be attached to the building or structure at 1055 North Ashland Avenue, which was *Referred to the Committee on Streets and Alleys.*

*Referred -- APPROVAL OF PROPERTY AT 1509 WEST CORTLAND STREET
AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.*

Also, a proposed resolution to classify the property at 1509 West Cortland 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 For

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE TO AMERICAN INDUSTRIAL
TO MAINTAIN AND USE PIPING UNDER AND ALONG
PORTION OF SPECIFIED PUBLIC ALLEY.

A proposed ordinance, presented by Alderman O'Connor, to grant permission and authority to American Industrial to maintain and use an eight-inch pipe under and along the first north/south public alley west of North Leavitt Street on the south side of West Oakdale Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO CONSTRUCT AND
MAINTAIN CANOPY AT 2731 WEST
FULLERTON AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Miguel Bustos to construct, maintain and use one canopy to be attached to the building or structure at 2731 West Fullerton Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 190,
BY ADDING NEW SUBSECTION 190-10.1 TO INCREASE
PENALTIES FOR ENCOURAGING OR ABETTING
UNLAWFUL ACTIONS BY MINORS.

A proposed ordinance amending Municipal Code Chapter 190 by adding a new subsection, to be known as subsection 190-10.1, which would impose a fine on adults who encourage or assist minors in the violation of any federal, state, county or municipal laws, statutes or ordinances, which was *Referred to the Committee on Finance*.

ALDERMAN KOTLARZ (35th Ward):

Referred-- GRANT OF PRIVILEGE TO ABBEY PUB,
INCORPORATED, DOING BUSINESS AS THE
ABBEY PUB, FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Abbey Pub, Incorporated, doing business as The Abbey Pub, to maintain and use a portion of the public way adjacent to 3240 West Grace Street, for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred-- APPROVAL OF PLAT OF GROT'S RESUBDIVISION
AT NORTHEAST CORNER OF NORTH NEENAH AVENUE
AND WEST DIVERSEY AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Grot's Resubdivision located at the northeast corner of North Neenah Avenue and West Diversey Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred-- PERMISSION TO HOLD ANNUAL HOSPITAL DAY
ON PORTION OF WEST BELDEN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Shriner's Hospital for Crippled Children to hold their annual hospital day on that part of West Belden Avenue, from 6600 west to 6800 west, on Sunday, July 1, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD CHURCH CARNIVAL
ON PORTION OF WEST WRIGHTWOOD AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend Robert C. Rizzo of Saint William Church to conduct the Saint William Church annual summerfest/carnival on that portion of West Wrightwood Avenue, from North Newland Avenue to North Sayre Avenue, for the period extending August 21 through August 27, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6940 WEST GRAND AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to James D. Ahern Signs & Company for the erection of a sign/signboard at 6940 West Grand Avenue for Premier Jeep Eagle, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN BANKS (36th Ward) And
ALDERMAN KELLAM (18th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,
SECTION 27-372.2 BY FURTHER REGULATING MOTOR
VEHICLES ABANDONED, REPAIRED OR
OFFERED FOR SALE ON PUBLIC
OR PRIVATE PROPERTY

A proposed ordinance amending Municipal Code Chapter 27, Section 27-372.2 by including additional regulations for motor vehicles that are abandoned, being repaired or offered for sale on public or private property by including within the provisions of this section, those motor vehicles on the public way which display "For Sale" signs, while excluding vehicles offered for sale through currently licensed automobile dealerships and by authorizing the Chicago Police Department to remove any abandoned or hazardous motor vehicle from private property upon written permission of the property owner, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF WEST BELMONT AVENUE AND
NORTH CENTRAL AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Geri Binkowski of the Belmont Central Chamber of Commerce to conduct a sidewalk sale on both sides of West Belmont Avenue, from 5400 west to 6000 west, and on both sides of North Central Avenue, from 2800 north to 4400 north, for the period extending July 12 through July 15, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO HOLD CRAFTS FAIR ON
PORTIONS OF WEST BELMONT AVENUE AND
NORTH CENTRAL AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Geri Binkowski of the Belmont Central Chamber of Commerce to conduct a crafts fair on both sides of West Belmont Avenue, from 5400 west to 6000 west, and on both sides of North Central Avenue, from 3000 north to 3400 north, for the period extending August 10 through August 12, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN LAURINO (39th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.

Two proposed ordinances reading as follows:

WHEREAS, The building located at 3328 West Eastwood Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 3328 West Eastwood Avenue is declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

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

WHEREAS, The garage located at 4930 North Kostner Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The garage located at 4930 North Kostner Avenue is declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

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

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF NORTH HIAWATHA AVENUE.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of that part of North Hiawatha Avenue lying easterly of the easterly line of North Forest Glen Avenue and north of the north line of West Peterson Avenue, as widened, for John Moss (File No. 3-39-90-1495); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Laurino 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 Laurino the foregoing proposed order was *Passed*.

Referred-- AMENDMENT OF ORDINANCE WHICH PROVIDED
FOR EXPENDITURE OF MOTOR FUEL TAX FUNDS
FOR SPECIFIED NEW STREET CONSTRUCTION.

Also, a proposed ordinance to amend an ordinance passed by the City Council on February 1, 1989 (Council Journal pages 24557 through 24559) which provided for the expenditure of Motor Fuel Tax funds for new street engineering and construction by deleting therefrom North Kingsdale Avenue, from its legal limits southwesterly of North Kercheval Avenue to North Kercheval Avenue, for an average distance of 383 feet, which was *Referred to the Committee on the Budget and Government Operations*.

Referred-- GRANT OF PRIVILEGE TO PETERSON BANK TO
MAINTAIN AND USE TWO CONDUITS UNDER AND
ACROSS NORTH JERSEY AVENUE.

Also, a proposed ordinance granting permission and authority to Peterson Bank to maintain and use two conduits carrying telephone cable under and across North Jersey Avenue, near West Peterson Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF NORTH DEVON AVENUE AND
NORTH CENTRAL AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Edgebrook Chamber of Commerce to conduct a sidewalk sale on both sides of West Devon Avenue, between North Caldwell Avenue and North Minnehaha Avenue, and on both sides of North Central Avenue, between North Caldwell Avenue and North Tahoma Avenue, for the period of July 27 and 28, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF WEST LAWRENCE AVENUE AND
NORTH KEDZIE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Albany Park Chamber of Commerce to conduct a sidewalk sale on both sides of West Lawrence Avenue, from North Troy Street to North Central Park Avenue, and on North Kedzie Avenue, from West Wilson Avenue to West Ainslie Street, for the period extending August 16 through August 19, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST CATALPA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to close to traffic and fence off that portion of West Catalpa Avenue, from the west curb line of North Virginia Avenue to the first north/south alley west thereof (approximately 125 feet west of North Virginia Avenue), which was *Referred to the Committee on Traffic Control and Safety*.

Presented For

ALDERMAN PUCINSKI (41st Ward):

Referred-- APPROVAL OF PLAT OF BOKINA PLACE
RESUBDIVISION AT NORTHEAST CORNER OF
WEST IMLAY STREET AND NORTH
NEWARK AVENUE.

A proposed ordinance, presented by Alderman Madrzyk, directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Bokina Place Resubdivision located at the northeast corner of West Imlay Street and North Newark Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN NATARUS (42nd Ward):

PERMISSION TO CLOSE TO TRAFFIC PORTION OF NORTH
DEARBORN PARKWAY FOR GARDEN WALK.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the North Dearborn Association, P. O. Box 10521, Chicago, c/o Ms. Lizabeth F. Horn, President, to close to traffic North Dearborn Parkway, between West Goethe Street and West North Avenue on Sunday, July 15, 1990, during the hours of 7:00 A.M. and 7:00 P.M., for the conduct of the 32nd Annual North Dearborn Association Garden Walk (cross streets of Goethe, Schiller, Burton and North Avenue will remain open to traffic).

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO NORTH DEARBORN
ASSOCIATION ON ITS 1990 GARDEN WALK.

Also, a proposed resolution reading as follows:

WHEREAS, The North Dearborn Association is one of the oldest street associations of its kind in Chicago, having introduced the concept of the "Garden Walk in Chicago"; and

WHEREAS, On Sunday, July 15, 1990, the North Dearborn Association will celebrate its contributions toward the preservation and improvement of its community and its heritage for future generations to enjoy by conducting its 1990 North Dearborn Garden Walk Day in Chicago; and

WHEREAS, This year's Garden Walk marks the 32nd anniversary of the event; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-seventh day of June, 1990, do hereby honor and congratulate the North Dearborn Association, Ms. Libby Horn, its President; Co-Chairpersons Mrs. Susan Curry and Ms. Pat Young; its officers and members, on the event of its 1990 North Dearborn Garden Walk in Chicago, and further, for all of the association's devoted work towards the preservation and improvement of the North Dearborn Parkway Community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the North Dearborn Association.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Referred -- ESTABLISHMENT OF TAXICAB STAND NUMBER
600 ON PORTION OF NORTH COLUMBUS DRIVE.

Also, a proposed ordinance to establish Taxicab Stand Number 600 on that part of North Columbus Drive, along the east curb, from a point 20 feet south of the south building line of Upper East Water Street, to a point 10 feet south thereof, for five vehicles, which was *Referred to the Committee on Local Transportation*.

Referred -- ESTABLISHMENT OF BUS STAND ON
PORTION OF NORTH RUSH STREET.

Also, a proposed ordinance to establish a bus stand on the east side of North Rush Street, along the east curb, from a point 20 feet south of the south building line of East Superior Street, to a point 20 feet north of the north building line of East Huron Street, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
ORGANIZATIONS FOR VARIOUS
PURPOSES.

Also, five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Marion O'Kane Properties -- to maintain and use a vaulted area under the public way adjacent to 9 -- 15 West Hubbard Street;

Mr. David Liten -- to maintain and use a vaulted area under the public way adjacent to 30 West Hubbard Street;

Loyola University -- to maintain and use conductors, condensate return lines, a compressed air line and electric conduits under North Rush Street, connecting the premises at 820 North Rush Street with the westerly line of 820 North Michigan Avenue;

Wabash-Hubbard Limited Partnership -- to construct, maintain and use entry stairs on the public way adjacent to 9 East Illinois Street; and

Harris Bank and Trust Company, under Trust 31694 -- to maintain and use a vaulted area under the public way adjacent to 10 West Hubbard Street.

Referred-- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
WEST ILLINOIS STREET AND WEST HUBBARD STREET
FOR PARADE ASSEMBLY PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the National Council of Senior Citizens, to close to traffic those portions of West Illinois Street and West Hubbard Street, between North Dearborn Street and North State Street, on Wednesday, July 18, 1990, for assembly purposes in conjunction with its parade, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred-- PERMISSION TO HOLD FASHION SHOW ON
PORTION OF EAST OAK STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Oak Street Council to conduct its fall fashion show on both sides of East Oak Street, from North Michigan Avenue to North Rush Street, for the period of September 11 and 12, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- ISSUANCE OF PERMIT TO ERECT SCULPTURE
AT 237 EAST ONTARIO STREET.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to the Museum of Contemporary Art to erect a sculpture on the public way adjacent to the premises at 237 East Ontario Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO OPERATE NEWSSTAND ON
NORTHEAST CORNER OF NORTH CLARK STREET
AND WEST OHIO STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Walter Burnett, Jr. to operate a newsstand on the northeast corner of North Clark and West Ohio Streets, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS FOR LANDSCAPING ON
PORTION OF NORTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to The Terra Museum to install pre-cast concrete pavers, limestone screenings, plants and groundcover hedges on portions of the public way adjacent to 664 -- 670 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF NORTH LA SALLE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to M. C. Mages Sports to conduct a sidewalk sale on the public way adjacent to the premises at 620 North LaSalle Street, for the period extending June 28 through July 1, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, eight proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Avanzare -- to construct, maintain and use one canopy at 161 East Huron Street;

Brooks Brothers -- to maintain and use seven canopies at 713 North Michigan Avenue;

Richmont Hotel/Rue St. Claire Restaurant -- to maintain and use four canopies at 640 North St. Clair Street;

Thai Room Restaurant -- to maintain and use six canopies at 16 East Huron Street;

Wabash/Hubbard Limited Partnership -- to maintain and use one canopy at 480 North State Street;

Wabash/Hubbard Limited Partnership -- to construct, maintain and use one canopy at 30 East Hubbard Street;

West Egg Cafe on State Limited -- to maintain and use one canopy at 1139 North State Street; and

1260 Astor Street Building Corporation -- to maintain and use one canopy at 1260 North Astor Street.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN BLOOM (5th Ward):**

**AMENDMENT OF MUNICIPAL CODE CHAPTER 4 BY ADDING
NEW SECTIONS 4-2.1 THROUGH 4-2.11 TO FURTHER
SPECIFY ALDERMANIC EXPENSE ALLOWANCE
REPORTING REQUIREMENTS.**

A proposed ordinance reading as follows:

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by repealing the current Sections 4-2.1 through 4-2.11 and inserting the following language in lieu thereof:

4-2.1. Aldermanic Transportation and Expense Allowance. Whenever the City Council shall appropriate sums of money for aldermanic transportation and expense allowance, those funds are to be used for travel expenditures incurred in connection with the performance of an alderman's official duties. In no event shall the funds from an alderman's transportation and expense allowance be used for the purchase of a motor vehicle. Expenditures may be made from the aldermanic transportation and expense allowance for any of the following purposes:

(a) lease or rental payments for a vehicle used by an alderman in connection with his or her official duties;

(b) payments for parking fees, gasoline, insurance, repair and maintenance of a motor vehicle used by an alderman in connection with his or her official duties;

(c) reimbursement for the cost of public transportation, taxi or livery service fees when incurred in connection with the performance of an alderman's official duties; and

(d) payment of miscellaneous ordinary and necessary contingent expenses incurred in connection with the performance of an alderman's official duties.

4-2.2. Aldermanic Contingency Expense Allowance. Whenever the City Council shall appropriate sums of money for aldermanic contingency expense allowance, those funds may be used to pay for ordinary and necessary expenses incurred in connection with an alderman's performance of his or her official duties. In no event shall expenditures from an alderman's contingency expense allowance be made to defray any personal, political or campaign related expenses or to defray the expenses of any other business, profession or occupation in which the alderman, any relative of the alderman, or any member of an alderman's staff may be engaged. No alderman, relative of the alderman as defined in Chapter 26.2-1 of the Municipal Code of Chicago, or person in whom the alderman has a financial interest as defined in Chapter 26.2-1 of the Municipal Code of Chicago, shall receive any direct monetary benefit from any expenditure from the alderman's contingency expense allowance.

Expenditures from the aldermanic contingency expense allowance may be made for any of the following purposes:

(a) *lease or rental of office space in an alderman's ward. Payments for the rent or lease of such office space shall be reasonable when compared to similar available space in the area in which the alderman's office is located;*

(b) *lease or rental of a post office box;*

(c) *lease, rental, purchase, maintenance and repair of telephones and telecommunications equipment and services;*

(d) *liability, fire, casualty and theft insurance for the alderman's ward office space;*

(e) *publications and printed materials, including standard reference books, newspaper and periodical subscriptions, research materials and informational publications and brochures that may be useful to an alderman in the performance of his or her official duties;*

(f) *stationery and office supplies;*

(g) *postage, shipping and messenger fees;*

(h) *lease, purchase, maintenance, or repair of office equipment, furnishings or decorations which are reasonably necessary for the performance of an alderman's official duties;*

(i) *utility services, including gas, electricity and water, if such services are the responsibility of the tenant;*

(j) *office maintenance expenses other than on a personal services basis, including janitorial services and minor repairs or alterations which are the responsibility of the tenant;*

(k) *lease, rental purchase, maintenance and repair of computer and data processing services, equipment and supplies;*

(l) *lease, rental, purchase, maintenance and repair of printing, photocopying, photographic and audio or video recordkeeping services, equipment and supplies;*

(m) *meeting costs, including rental of space, rental of a public address system, custodial services, food and beverages expenses, and advertisements, provided that the meeting is open to the public and the primary purpose of the meeting is to discuss matters relating to the alderman's official duties;*

(n) *transportation and travel-related expenses for travel directly related to the conduct of official business;*

(o) consultants or professional services incurred in connection with the performance of an alderman's official duties;

(p) educational expenses, including courses of study, seminars, information and training programs, provided that the subject matter is directly related to the alderman's official duties;

(q) expenses related to the hiring and employment of staff;

(r) publication of a newsletter; and

(s) reasonable charges and fees imposed by a financial institution for the maintenance and administration of the Alderman's Contingency Account.

Payments from the Aldermanic Contingency Expense Allowance shall not be made for any of the following purposes: advertising, except for advertising for public meetings or for employment as specified in Section 4-4.2; purchase of real property; capital improvements or other improvements to leased or rented property which are permanently affixed or attached to the leased or rented property and considered to be a fixture to the property; trophies; awards; gifts; or donations of any kind.

4-2.3. *Recordkeeping Requirements.* Each alderman shall keep a complete, detailed and accurate record and documentation or substantiation records acceptable to the United States Internal Revenue Service supporting all expenditures from his or her Aldermanic Transportation and Expense Allowance and Aldermanic Contingency Expense Allowance. Each alderman shall keep the documentation or substantiation records for at least three years and such documentation or substantiation records may be examined by the Comptroller or other appropriate official of the City of Chicago pursuant to the provisions of the Illinois Freedom of Information Act, Illinois Revised Statutes, Chapter 116, paragraph 201 et seq.

Each alderman shall establish an account at a recognized financial institution in the City of Chicago into which all funds received from the aforementioned expense allowances shall be deposited each month (referred to herein as the "Aldermanic Contingency Account"). The Aldermanic Contingency Account shall be used only for deposits and expenditures of the aforementioned aldermanic expense allowances and no other monies shall be deposited into the Aldermanic Contingency Account.

4-2.4. *Disclosure Requirements.* Beginning with the quarter ending September 30, 1990 and for every quarter thereafter, each alderman shall file with the City Clerk on a quarterly basis an itemized statement, certified by the alderman, of all deposits to and expenditures from the Aldermanic Contingency Account during the prior quarter (hereinafter referred to as the "Disclosure Statement"). The Disclosure Statement filed for the quarter ending September 30, 1990 shall be filed on or before January 1, 1991 and the Disclosure Statements filed thereafter shall be filed on or before 120 days after the end of each quarter. Thirty days before the beginning of each calendar year, the City Clerk shall notify each alderman of the dates during the calendar year when the quarterly Disclosure Statements must be filed in the Office of the City Clerk.

The Disclosure Statement shall be on forms prepared and provided by the City Clerk. The Disclosure Statement shall detail for each expenditure from the Aldermanic Contingency Account the date, the amount, the name and the address of the recipient, and the purpose of the expenditure. The Disclosure Statement also shall include an itemized description of all deposits to the Aldermanic Contingency Account.

The Disclosure Statement shall require each alderman to certify that: based upon the alderman's information and belief the Disclosure Statement is true and does not contain any false or misleading information; each expenditure disclosed in the Disclosure Statement was incurred in connection with the alderman's official duties; the alderman currently maintains and will maintain for at least three years documentation or substantiation records acceptable to the United States Internal Revenue Service supporting all the expenditures itemized in the Disclosure Statement; and the alderman will make available to the Comptroller or other appropriate official of the City of Chicago the supporting documentation or substantiation records for any expenditure itemized in the Disclosure Statement upon written request pursuant to the Illinois Freedom of Information Act.

4-2.5. Failure to File Disclosure Statement by Deadline. If any alderman fails to file a quarterly Disclosure Statement by the time prescribed, the City Clerk shall, fifteen days after the filing deadline, notify the alderman by certified mail of the alderman's failure to file by the required date. Such alderman shall file the Disclosure Statement fifteen days thereafter.

Failure to file the Disclosure Statement by the specified quarterly deadline, filing a false or misleading Disclosure Statement, or otherwise failing to comply with the other provisions of this ordinance shall constitute a violation of this ordinance and shall subject an alderman to the penalties set forth in Section 4-2.9. The City Clerk, the Comptroller, or other appropriate official of the City of Chicago shall notify the City Council Committee on Committees, Rules and Ethics if any alderman fails to comply with any of the provisions of this ordinance.

4-2.6. Public Inspection of Disclosure Statements. The City Clerk shall provide copies of all Disclosure Statements filed by all aldermen pursuant to this ordinance to the Comptroller of the City of Chicago within three business days after the quarterly filing deadline.

All Disclosure Statements filed pursuant to this ordinance shall be available for inspection and duplication by the public in the Office of the City Clerk during regular business hours of the City of Chicago. Each person examining or requesting duplication of a Disclosure Statement must first complete a request form prepared by the City Clerk. The request form shall include the name, occupation, employer, address and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each Disclosure Statement to be examined or duplicated. The City Clerk shall notify promptly each alderman of each examination or duplication of the alderman's Disclosure Statement by sending to the alderman a copy of the completed request form. Costs of duplicating the Disclosure Statement shall be paid by the person requesting duplication.

4-2.7. *Term of Office.* All items of personal property purchased by an alderman from his or her Aldermanic Contingency Expense Allowance are the property of the City of Chicago and are to be returned to the City of Chicago when no longer used by an alderman or an alderman's staff in connection with the performance of the alderman's official duties. In the event of a vacancy or change in the office of an alderman, any personal property purchased with City funds in the possession of the vacating alderman shall transfer to the alderman's successor. If the successor alderman determines that use of any such personal property is no longer necessary then such personal property shall be transferred to the Committee on Committees, Rules and Ethics, and if not wanted by any other alderman, then to the Department of General Services for treatment as surplus or salvage property.

If on the 120th day after the end of the prior calendar year any unexpended funds remain in an alderman's Aldermanic Contingency Account such unexpended funds shall be returned as property of the City of Chicago and shall be remitted to the Comptroller of the City of Chicago by the alderman within 10 days thereafter.

4-2.8. *Rules and Regulations.* The Committee on Committees, Rules and Ethics shall have the authority, subject to the approval of the City Council, to adopt such rules and regulations as are necessary for the effective implementation and enforcement of this ordinance and the requirements contained herein.

4-2.9. *Penalties.* Any alderman who willfully fails to comply with the provisions of this ordinance, fails to file a Disclosure Statement within the time prescribed by this ordinance or knowingly files a false or misleading Disclosure Statement shall be subject to censure or suspension as provided in the City Council's Rules of Procedure and Order.

SECTION 2. This ordinance shall be in full force and effect July 1, 1990.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
TAXICAB STAND 211 ON PORTION OF NORTH
CLARK STREET.

A proposed ordinance to repeal the ordinance passed by the City Council on May 13, 1959 (Council Journal pages 279 through 281) which established Taxicab Stand 211 on that part of North Clark Street, along the west curb, from a point 85 feet north of the north building line of West Fullerton Avenue extending 60 feet north thereof, for three vehicles, which was *Referred to the Committee on Local Transportation*.

Referred -- PERMISSION TO HOLD SUMMERFEST '90 ON
PORTION OF WEST BELDEN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Josaphat Church to conduct its Summerfest '90 on that portion of West Belden Avenue, from North Southport Avenue to North Wayne Avenue for the period of July 21 and July 22, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN AND USE
CANOPY AT 2754 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to J & R Shoe Company, doing business as Parkway Slipper Box, to maintain and use one canopy attached to the building or structure at 2754 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PRESIDENT BUSH AND UNITED STATES CONGRESS
URGED TO ESTABLISH POLICIES AND PROCEDURES
TO SAFEGUARD AND PROVIDE FOR CLEAN-UP
OF GREAT LAKES IN EVENT OF OIL
OR TOXIC CHEMICAL SPILLS.

Also, a proposed resolution urging President Bush and the United States Congress to establish a Great Lakes Coast Guard Strike Team and regional emergency response center; increase the number of Coast Guard and Environmental Protection Agency inspectors; create a Civilian Conservation Corps; and include the Great Lakes in future oil spill research programs, to safeguard the Great Lakes from potential oil and toxic waste spills and to provide for the clean-up of the Great Lakes in the event of such spills, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS
OF NORTH BROADWAY AND WEST DIVERSEY AVENUE.

Two proposed orders directing the Commissioner of Public Works to grant permission to the Lakeview East Development Corporation to conduct sidewalk sales on that part of North Broadway, from West Diversey Avenue to West Roscoe Street, and on that part of West Diversey Avenue, from North Pine Grove Avenue to North Halsted Street, for the periods extending June 21 through June 23, 1990, and July 13 through July 15, 1990, respectively, which were *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- ISSUANCE OF PERMIT TO CONSTRUCT AND MAINTAIN
CANOPIES AT 1011 WEST IRVING PARK ROAD.

A proposed order directing the Commissioner of General Services to issue a permit to

Berto's Pizzeria to construct, maintain and use five canopies to be attached to the building or structure at 1011 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO ERECT SIGN/SIGNBOARDS
AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the erection of signs/signboards at the locations specified, which were *Referred to the Committee on Zoning*, as follows:

Chicago Rite-Lite Signs, Incorporated -- to erect a sign/signboard at 4517 -- 4519 North Sheridan Road for Windsor Center Shopping Center; and

Turk Electric Sign Company -- to erect a sign/signboard at 1415 West Irving Park Road for Patio Beef.

Presented By

**ALDERMAN SHILLER (46th Ward) And
ALDERMAN M. SMITH (48th Ward):**

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF NORTH BROADWAY.

A proposed order directing the Commissioner of Public Works to grant permission to the Uptown Chamber of Commerce to conduct a sidewalk sale on that part of North Broadway, from West Ainslie Street to West Sunnyside Avenue, for the period extending July 12 through July 14, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN SHILLER (46th Ward) And OTHERS:

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTERS 7, 26 AND 101
BY PROHIBITING MUNICIPAL CONTRACTS OR SUBCONTRACTS
WITH THE REPUBLIC OF SOUTH AFRICA, SOUTH AFRICAN
COMPANIES AND PERSONS OR ENTITIES DOING
BUSINESS IN OR WITH THE REPUBLIC
OF SOUTH AFRICA.

A proposed ordinance, presented by Aldermen Shiller, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Carter, Langford, Streeter, Sheahan, Troutman, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Figueroa, Austin, Giles, Eisendrath, and Orr, reading as follows:

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

SECTION I. Section 7-34 of the Municipal Code of Chicago is amended by deleting paragraph 7-34.2 in its entirety and replacing it with the following:

7-34.2(a) Definitions.

1. *The "Republic of South Africa" shall mean any public or quasi-public entity operating within the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a controlling interest or operational responsibilities, and including Bantustans or so-called "independent" Homelands.*
2. *"South African Company" shall mean any corporation, partnerships or other entity which (i) is established for the purpose of procuring goods or services for the Republic of South Africa, or (ii) is incorporated under the laws of the Republic of South Africa.*
3. *"Does Business In The Republic of South Africa" shall mean (i) the purchase of any goods or services, including without limitation computer hardware, software, or technology, from a South African Company or from the Republic of South Africa; (ii) the provision of any goods or services, including without limitation computer hardware, software, or technology, to a South African Company or to the Republic of South Africa; (iii) the making of any loans to a South African Company or to the Republic of South Africa; (iv) the renewal or renegotiation, at any time since 1984, of*

any existing loan to a South African Company or to the Republic of South Africa (this shall not include any loan which has either been repaid, sold, or is otherwise no longer outstanding as of the date of the determination of compliance with this Ordinance), (v) the entry into a franchise, supply, training, management, distribution, or licensing agreement with a South African Company or with the Republic of South Africa; or (vi) being controlled by a South African Company. This provision extends to companies in which a controlling interest is held by a person, corporation, or other entity which in turn owns a controlling interest in a South African Company or in a company which does business in the Republic of South Africa (sometimes referred to as "affiliates" or "sister subsidiaries").

4. *"Financial Institution" shall mean any federal or state chartered bank or holding or trust company, federal or state savings or building and loan association, thrift institution, any other institution permitted by state or federal law to receive deposits of money and to pay out such money through loans, draft accounts or the sale of financial institution securities, as well as securities brokers or dealers.*
5. *"Loans" shall include any financial transaction whether entered into as a singular institution or as a participant in a lending consortia. Such transactions include, without limitation, purchasing securities, investing in assets, lending monies, making interest-bearing deposits, extending lines of credit, letters of credit, credit enhancements, or any other such transaction that is anticipated to result in a return, directly or indirectly, of assets.*

7-34.2(b) Certain Financial Institutions Disqualified.

No financial institution shall be designated as a Municipal Depository nor shall any financial institution continue to be designated as a Municipal Depository if the financial institution (i) holds any loan made to or secured by the Republic of South Africa or by a South African Company; (ii) holds South African debt which has been converted to exit loans; (iii) maintains a correspondent banking relationship with a South African Company; (iv) has not made a commitment not to rollover existing loans to the Republic of South Africa or a South African Company; or (v) continues to extend credit, including credits for the purposes of trade, to any South African Company.

7-34.2(c) Affidavit Of Compliance Required.

1. *Before a financial institution can be designated as a Municipal Depository, and as a requirement of the continued designation as a Municipal Depository of any financial institution currently so designated, a duly authorized officer of the financial institution must submit to the City Comptroller an affidavit certifying that:*

- (i) *It does not have any loans of the type listed in Subsections (b)(i)-(v) of this Section;*
- (ii) *It is not a South African Company, as defined in Section (a)(2);*
- (iii) *It does not do business in the Republic of South Africa, as defined in Subsection (a)(3);*
- (iv) *It does not sell, advertise, or otherwise promote the sale of Krugersands or other coins minted in or by the Republic of South Africa;*
- (v) *It will not underwrite, purchase, or act as broker or agent for securities of the Republic of South Africa, including but not being limited to the military, police, prison system or the Department of Cooperation and Development of the Republic of South Africa or of any South African Company; and*
- (vi) *It does not have any outstanding loans to any third party where the expressed purpose of the loan is for use by Republic of South Africa or by any South African Company.*

The affidavit shall also require that the financial institution notify the City Comptroller within thirty (30) days if it subsequently enters into any loan or transaction described in this Section.

- 2. *The prohibitions of this Section shall not apply to City funds invested under a trust indenture or investment agreement or otherwise invested by the City under a pre-existing contractual obligation, provided that if such funds are invested or deposited in non-compliance with this Ordinance or if the financial institution shall later be determined to have taken actions following investment or deposit of such funds which would disqualify it under this Section, then such funds shall be withdrawn or divested at the earliest possible maturity date.*

7-34.2(d) This Section shall not prohibit the designation of a financial institution as a Municipal Depository where the following conditions have been met:

- 1. *The Mayor or his or her designee shall certify in writing to the City Council that:*

- (a) *After diligent inquiry, the City has been unable to find any financial institution which meets the requirements of this Section; or*
 - (b) *The highest rate of return which will be realized by the City from a financial institution which qualifies as a Municipal Depository under this Section is eight (8%) or more percent lower than the rate of return offered by a financial institution which does not qualify under this Section.*
2. *In the event the Mayor or his or her designee shall seek a waiver under this subsection, the Mayor or his or her designee, as part of the certification required by subsection 1 above, shall state which noncomplying financial institution(s) he or she intends to designate as a Municipal Depository. The Mayor or his or her designee shall endeavor to select that financial institution which best meets the following criteria:*
 - (a) *Maintains policies that conform to the greatest extent with the intent of this divestment ordinance, and*
 - (b) *Which is most capable of providing a level of service and/or investment return equal to that which the City could have received if the prohibitions of this Section had not been enacted.*
3. *No waiver under this subsection shall be effective unless approved by a majority vote of the City Council.*

7-34.2(e) *Compliance.*

1. *Execution of the Affidavit of Compliance required by Subsection (c) may be relied on by the Mayor or his or her designee as prima facie evidence of compliance with this Ordinance.*
2. *If the Mayor or his or her designee determines that a financial institution which has been designated a Municipal Depository has subsequently entered into a transaction which brings the financial institution into noncompliance with this Section, the Mayor or his or her designee shall require the withdrawal or divestment of any funds deposited with such financial institution within thirty (30) days of the date of determination of noncompliance or such earlier date as is practicable.*
3. *The Mayor or his or her designee shall be charged with the enforcement of this Section. Every year the Mayor or his or her designee shall require*

every Municipal Depository to certify by sworn affidavit that its Affidavit of Compliance remains true and correct. The Mayor or his or her designee shall file annually a report with the City Council listing all financial institutions which (i) are currently designated as Municipal Depositories; (ii) have been disqualified as Municipal Depositories (including the reason for such disqualification) during the previous twelve (12) months; or (iii) have requested designation as a Municipal Depository (including the status of the request).

SECTION 2. Chapter 26 of the Municipal Code of Chicago shall be and hereby is amended by deleting Sections 26-1, 26-2 and 26-27 in their entirety and replacing them with the following:

26-26.1(a). Definitions:

- 1. The "Republic of South Africa" shall mean any public or quasi-public entity operating within the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a controlling interest or operational responsibilities, and including Bantustans or so-called "independent" Homelands.*
- 2. "South African Company" shall mean any corporation, partnership or other entity which (i) is established for the purpose of procuring goods or services for the Republic of South Africa, or (ii) is incorporated under the laws of the Republic of South Africa.*
- 3. "Does Business In The Republic of South Africa" shall mean (i) the purchase of any goods or services, including without limitation computer hardware, software, or technology, from a South African Company or from the Republic of South Africa; (ii) the provision of any goods or services, including without limitation computer hardware, software, or technology, to a South African Company or to the Republic of South Africa; (iii) the making of any loans to a South African Company or to the Republic of South Africa; (iv) the renewal or renegotiation, at any time since 1984, of any existing loan to a South African Company or to the Republic of South Africa (this shall not include any loan which has either been repaid, sold, or is otherwise no longer outstanding as of the date of the determination of compliance with this Ordinance); (v) the entry into a franchise, supply, training, management, distribution, or licensing agreement with a South African Company or with the Republic of South Africa; or (vi) being controlled by a South African Company. This provision extends to companies in which a controlling interest is held by a person, corporation, or other entity which in turn owns a controlling interest in a South African*

Company or in a company which does business in the Republic of South Africa (sometimes referred to as "affiliates" or "sister subsidiaries").

4. *"Financial Institution" shall mean any federal or state chartered bank or holding or trust company, federal or state savings or building and loan association, thrift institution, any other institution permitted by state or federal law to receive deposits of money and to pay out such money through loans, draft accounts or the sale of financial institution securities, as well as securities brokers or dealers.*
5. *"Loans" shall include any financial transaction whether entered into as a singular institution or as a participant in a lending consortia. Such transactions include, without limitation, purchasing securities, investing in assets, lending monies, making interest-bearing deposits, extending lines of credit, letters of credit, credit enhancements, or any other such transaction that is anticipated to result in a return, directly or indirectly, of assets.*

26-26.1(b): *Prohibited Contracts:*

1. *No contract or subcontract (including without limitation any franchise agreement, management agreement, professional service agreement, and grants and loans made under the Community Development Block Grant, Urban Development Action Grant, Economic Development Administration Grant or other similar programs) shall be awarded to (i) the Republic of South Africa; (ii) a South African Company; (iii) a person or entity which does business in the Republic of South Africa; or (iv) any entity (including not-for-profit corporations) which has loaned money to, purchased stock in, or otherwise invested in any entity described in (i), (ii), or (iii) of this paragraph.*
2. *The Mayor and his or her designees are prohibited from negotiating the terms of any contract or subcontract with any person or business entity described in paragraph 1 of this subsection unless a waiver is first obtained pursuant to Section 26-27.1.*

26-26.2:

(a) No person or business entity shall be awarded a contract or subcontract after the effective date of this section unless that person or the chief executive officer or his designee of that business entity has certified by a sworn affidavit that the person or business entity does not at the time of the award and will not for the life of the contract do business in the Republic of South Africa.

(b) This Section shall not operate to bar any aircraft operator from using City's airports.

26-27: The City may not purchase any goods which are manufactured, produced, assembled, grown or mined in the Republic of South Africa and all suppliers of goods to the City must certify by sworn affidavit that the goods they supply to the City are not manufactured, produced, assembled, grown or mined in the Republic of South Africa.

Section 26-27.1: Sections 26-26.1, 26-26.2 or 26-27, shall not operate to prohibit the award or negotiation of a contract where the following conditions have been met:

- 1. The Mayor or his or her designee and the head of the requisitioning department, if applicable, jointly certify in writing to the City Council that:*
 - (a) The City is in need of goods, including spare parts or services, in order to either (i) economically operate equipment or systems purchased by the City prior to the effective date of this ordinance or (ii) meet the public health or safety concerns; and*
 - (b) The City cannot reasonably obtain goods, including spare parts, or services to meet such needs, because the proposed ineligible supplier is the only source for such goods, including spare parts or services, or because other potential suppliers are also ineligible under this section; or*

- 2. The Mayor or his or her designee and the head of the requisitioning department jointly certify in writing to the City Council that:*
 - (a) The lowest bid from a company or person who is in compliance with the provisions of Sections 26-26.1, 26-26.2 or 26-27 exceeds by 8 or more percent the apparent lowest responsible bidder; and*
 - (b) It is not economically feasible for the City to enter into a contract on the terms offered by the lowest bidder who is in compliance with Sections 26-26.1, 26-26.2, or 26-27 for the particular goods or services in question.*
 - (c) This section shall become effective 120 days from the date of passage and shall apply to all City contracts to the extent that such application is not inconsistent with federal or state laws, rules or regulations.*

3. *No waiver under this subsection shall be effective unless approved by a majority vote of the City Council.*

26-27.2 The Mayor and the head of the requisitioning department or their designees shall monitor this section annually and shall be charged with the enforcement of this section. Execution of the Affidavit of Compliance required by Section 26-26.2 may be relied upon by the Mayor or his or her designee as prima facie evidence of compliance with Ordinance.

SECTION 3. Section 7-44 of the Municipal Code of Chicago be and hereby is amended by deleting Section 7-44.1 in its entirety and replacing it with the following:

7-44.1(a). Definitions: As used in this section unless the context otherwise requires:

1. *"Public Funds" shall mean any and all City of Chicago funds in the City treasury as well as all general obligation bond and note funds, airport, water and sewer revenue bond funds, funds related to enterprise activities, general operating funds, deferred compensation funds and miscellaneous funds.*
2. *"Invested" shall mean the purchase of securities, stocks, notes, certificates of deposits, bankers acceptance, repurchase agreement, or any other obligations or securities all of duration of longer than 60 days.*
3. *"Financial Institution" shall mean any federal or state chartered bank or holding or trust company or federal or state savings or building and loan association, thrift institution or any other institution permitted by state or federal law to receive deposits of money and to pay out such money through loans, draft accounts or the sale of financial institution securities as well as securities brokers and dealers.*
4. *The "Republic of South Africa" shall mean any public or quasi- public entity operating within the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a controlling interest or operational responsibilities, and including Bantustans or so-called "independent" Homelands.*
5. *"South African Company" shall mean any corporation, partnerships or other entity which (i) is established for the purpose of procuring goods or*

services for the Republic of South Africa, or (ii) is incorporated under the laws of the Republic of South Africa.

6. *"Does Business In The Republic of South Africa" shall mean (i) the purchase of any goods or services, including without limitation computer hardware, software, or technology, from a South African Company or from the Republic of South Africa; (ii) the sale of any goods or services, including without limitation computer hardware, software, or technology, to a South African Company or to the Republic of South Africa; (iii) the making of any loans to a South African Company or to the Republic of South Africa; (iv) the renewal or renegotiation, at any time since 1984, of any existing loan to a South African Company or to the Republic of South Africa (this shall not include any loan which has either been repaid, sold, or is otherwise no longer outstanding as of the date of the determination of compliance with this Ordinance); (v) the entry into a franchise, supply, training, management, distribution, or licensing agreement with a South African Company or with the Republic of South Africa; or (vi) being controlled by a South African Company. This provision extends to companies in which a controlling interest is held by a person, corporation, or other entity which in turn owns a controlling interest in a South African Company or in a company which does business in the Republic of South Africa (sometimes referred to as "affiliates" or "sister subsidiaries").*

- (b) *Notwithstanding any other provision of Chapter 7 of the Municipal Code of Chicago, no public funds shall be invested or remain invested in:*

(i) *Any financial institution unless the Chief Executive or his or her designee of that institution certifies by a sworn affidavit that the institution (a) does not hold any loan made to or secured by the Republic of South Africa or by a South African Company; (b) does not hold any South African debt which has been converted to an exit loan; (c) does not maintain any correspondent banking relationships with any South African Company; (d) has made a commitment not to rollover existing loans to the Republic of South Africa or a South African Company; and (e) will not continue to extend credit, including credits for the purposes of trade, to any South African Company;*

(ii) *The stocks, securities or other obligations or assets of any company or financial institution, unless its Chief Executive Officer or his designee certifies by a sworn affidavit that the company or financial institution is neither a South African Company nor doing business in the Republic of South Africa.*

- (c) *No financial institution may serve the City in a trustee or other fiduciary capacity nor may it act as an underwriter for any City bond issue with respect to public funds nor may the City invest any funds in a financial institution or company unless the Chief Executive Officer of or his designee of that financial institution or company certifies by sworn affidavit that it does not as of the date of certification and will not for as long as it serves as a fiduciary:*
- (i) *Make, underwrite or participate in any loan or issue or participate in any letter of credit (other than loans or letters of credit outstanding as of the effective date of the certification) where the original debtor is (a) the Republic of South Africa; or (b) a South African Company;*
 - (ii) *Hold South African debt which has been converted to exit loans; maintain a correspondent banking relationship with a South African Company; rollover existing loans to the Republic of South Africa or a South African Company; or continue to extend credit, including credits for the purposes of trade, to any South African Company;*
 - (iii) *Sell, advertise or otherwise promote the sale of Krugerrands or other coins minted in or by the Republic of South Africa; or a South African Company;*
 - (iv) *Underwrite, purchase or act as a broker or agent for securities of the government of the Republic of South Africa; or a South African Company;*
 - (v) *Make or participate in loans to any third party where the expressed purpose of the loan is for use by the Republic of South Africa or a South African Company; and*
 - (vi) *Is not a South African Company and does not do business in the Republic of South Africa.*
- (d) *This Section shall become effective immediately upon the date of passage.*
- (e) *This Section shall not prohibit the investment of Public Funds where the following conditions have been met:*

1. *The Mayor or his or her designee shall certify in writing to the City Council that:*
 - a. *After diligent inquiry, the City has been unable to find any financial institution or other business entity which meets the requirements of this Section; or*
 - b. *The highest rate of return which will be realized by the City from the investment of Public Funds in a financial institution or other business entity which qualifies under this Section is eight (8%) or more percent lower than the rate of return offered by a financial institution or other business entity which does not qualify under this Section.*

2. *In the event the Mayor or his or her designee shall seek a waiver under this subsection, the Mayor or his or her designee, as part of the certification required by subsection 1 above, shall state in which non-complying financial institution(s) or other business entity he or she intends to invest Public Funds. The Mayor or his or her designee shall endeavor to select that financial institution or other business entity which best meets the following criteria:*
 - a. *Maintains policies that conform to the greatest extent with the intent of this divestment ordinance, and*
 - b. *Which is most capable of providing a level of service and/or investment return equal to that which the City could have received if the prohibitions of this Section had not been enacted.*

3. *No waiver under this subsection shall be effective unless approved by a majority vote of the City Council.*
 - (f) *The Mayor or his or her designee shall be charged with the enforcement of this Section. The Mayor or his or her designee may rely on execution of the Affidavit of Compliance as prima facie evidence of compliance with this Section. The Mayor or his or her designee shall require that every year every financial institution or company which has filed an Affidavit of Compliance must certify by sworn affidavit that its Affidavit of Compliance remains true and correct. The Mayor or his or her designee shall file annually a report with the City Council listing all financial institutions and companies which have filed an Affidavit of Compliance and any*

financial institutions or companies which have been disqualified (including the reasons for such disqualification).

SECTION 4. Chapter 101 of the Municipal Code of Chicago is amended by adding paragraph 101-28.1 as follows:

- (a) *When it appears to the person charged with enforcement of this ordinance (hereafter referred to as the "Enforcement Officer") after receiving written complaint or otherwise, that a person or entity has engaged in, is engaging in or is about to engage in a practice that is in violation of this ordinance, the Enforcement Officer shall, after serving a 10 day notice:*
1. *Require that person or entity to file on such terms as the Enforcement Officer may prescribe a statement or report in writing as to all relevant and material information;*
 2. *Examine any person in connection with relevant and material issues concerning the alleged conduct of the person or entity and, to the extent necessary to accomplish the purpose of this Section, shall have the power to issue subpoenas for the purpose of requiring the appearance of persons or the production of documents for inspection and copying;*
 3. *Examine any merchandise or sample thereof, any record, book, document, account or paper relevant and material to the inquiry;*
 4. *Retain copies of any record, book, document, account, paper or sample of merchandise that is produced in accordance with this Section, and retain it in his or her possession until the completion of all proceedings in connection with which it is produced; and*
 5. *Conduct hearings under oath on issues that are relevant and material to the inquiry. Such hearings shall be recorded on audio tape. A copy of the tape shall be available to all parties upon request in writing within 14 days of the request. Any person requesting such a tape shall provide a blank tape at the time the written request is made. All hearing officers shall be attorneys licensed to practice law in Illinois.*

If, after completing an investigation pursuant to this Section, the Enforcement Officer determines that a person or entity has engaged in, is engaging in, or is about to engage in a practice prohibited by this Section, the Enforcement Officer shall withdraw or disinvest public funds, terminate all contracts and otherwise take all steps necessary to comply with this Ordinance within thirty (30) days, or such lesser time as may be practicable.

The notice given under this Section shall be made by first class mail, and shall include a copy of a complaint which alleges specific facts showing the violation of which the person or entity is accused and the time during which the alleged violation occurred.

- (b) *The Enforcement Officer shall also monitor the actions of any person or entity which purports to have or which is in the process of terminating activities which cause its disqualification under any section of this Ordinance to determine whether such person or entity has complied with the rights of South African employees and their representative organizations by providing a minimum of six (6) months notice of termination of investment and to engage in good faith negotiations regarding the terms of the termination of investment by such person or entity.*

SECTION 5. This ordinance shall not be enforced against any person or in any circumstance where such enforcement would violate the Constitution of the United States or the State of Illinois.

SECTION 6. If any provision of this ordinance, or application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

Alderman Shiller moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Madrzyk, Carter, Streeter, Sheahan, Troutman, J. Evans, Garcia, Henry, Soliz, Gutierrez, E. Smith, Davis, Figueroa, Austin, Giles, Natarus, Shiller, M. Smith, Orr -- 27.

Nays -- Aldermen Huels, Fary, Burke, Kellam, Krystyniak, Gabinski, Kotlarz, Banks, Cullerton, O'Connor, Eisendrath, Levar, Stone -- 13.

Thereupon, on motion of Alderman Shiller, the foregoing proposed ordinance was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- ISSUANCE OF PERMITS TO MAINTAIN
CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed to maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Bethany Home and Hospital of the Methodist Church -- to maintain and use one canopy at 5025 North Paulina Street; and

Lincoln National Bank -- to maintain and use two canopies at 3959 North Lincoln Avenue.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT
AT 1124 WEST AINSLIE STREET.

A proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 1124 West Ainslie Street, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO HOLD SWEDISH MIDSOMMARFEST
FESTIVAL ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to

Andersonville Chamber of Commerce, to conduct a Swedish Midsommarfest Festival, co-sponsored by the Mayor's Office of Special Events, on those portions of West Rasher Street, West Balmoral Avenue, West Berwyn Avenue and West Farragut Street, from North Clark Street to the alley at 1466 west; and on those portions of West Balmoral Avenue, West Summerdale Avenue and West Berwyn Street, from North Clark Street to alley west thereof, for the period of June 23 and 24, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CONDUCT FARMER'S MARKET ON
PORTION OF NORTH WINTHROP AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the East Edgewater Chamber of Commerce, to conduct a farmer's market on that part of North Winthrop Avenue, from 5859 north to 5900 north, on Saturdays, beginning June 23 and ending October 27, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT TO MAINTAIN AND USE
CANOPY AT 6157 NORTH BROADWAY.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Pumping Company, to maintain and use one canopy attached to the building or structure at 6157 North Broadway, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN ORR (49th Ward):

CONGRATULATIONS EXTENDED TO VARIOUS CONSUMER
GROUPS ON THEIR SUCCESSFUL EFFORTS TO
WIN REFUNDS FOR COMMONWEALTH
EDISON CUSTOMERS.

A proposed resolution reading as follows:

WHEREAS, The Illinois Supreme Court has ruled that Commonwealth Edison's 1989 rate increase to pay for the Byron II and Braidwood I and II nuclear power plants was illegal; and

WHEREAS, Commonwealth Edison will refund \$400 Million collected over a period of 18 months while the illegal rates were in effect; and

WHEREAS, The average residential customer will receive a \$70 refund this summer; and

WHEREAS, This refund is more than five times larger than any previous utility refund in Illinois history; and

WHEREAS, The refund is the result of diligent efforts of consumer organizations and public agencies including Business and Professional People for the Public Interest, the Citizens Utility Board, the City of Chicago Corporation Counsel, the Cook County State's Attorney, Low-Income Residential Consumers, the Illinois Attorney General, and the Office of Public Counsel, who jointly intervened to oppose Commonwealth Edison's illegal rate hike and pursued their case all the way to the Illinois Supreme Court; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby congratulate and commend Business and Professional People for the Public Interest, the Citizens Utility Board, the Corporation Counsel, the Cook County State's Attorney, Low-Income Residential Consumers, the Illinois Attorney General, and the Office of Public Counsel for their successful efforts to defend the legal and economic interests of utility ratepayers by having Commonwealth Edison's illegal rate hike overturned and winning a \$400 Million refund for Commonwealth Edison's customers.

Alderman Orr 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 Orr, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

Referred-- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES URGED TO HOLD PUBLIC
HEARINGS ON COMMONWEALTH EDISON'S
ENERGY CONSERVATION PRACTICES
AND PROGRAMS.

Also, a proposed resolution urging the Committee on Energy, Environmental Protection and Public Utilities to hold public hearings to determine what steps Commonwealth Edison is taking to promote energy conservation and to report its findings by October 1, 1990, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilites.*

Presented By

ALDERMAN STONE (50th Ward):

Referred-- PERMISSION TO HOLD SIDEWALK FAIR ON
PORTION OF WEST TOUHY AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Congregation Ezra-Habonim to conduct their fourth annual arts and crafts sidewalk fair on both sides of West Touhy Avenue, in the 2600 block, on Sunday, August 26, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred-- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF WEST DEVON AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Northtown Chamber of Commerce to conduct a sidewalk sale on both sides of West Devon Avenue, between North Bell Avenue and North Kedzie Avenue, for the period extending July 5 through July 8, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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):

Goodwill Industries, 601 West Polk Street -- installation of an interior truck dock and interior alterations on the premises known as 601 West Polk Street.

BY ALDERMAN TILLMAN (3rd Ward):

Washington Park Young Mens Christian Association -- rehabilitation of 261 single room occupancy units on the premises known as 5000 South Indiana Avenue.

BY ALDERMAN BLOOM (5th Ward):

Ronald McDonald House, c/o Wyler's Children's Hospital -- construction of a fourth floor addition on the premises known as 5736 South Drexel Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Martin Temple African Methodist Episcopal Zion Church -- construction of a church facility on the premises known as 727 -- 739 East 69th Street.

BY ALDERMAN KRYSTYNIAK (23rd Ward):

Catholic Archdiocese of Chicago/Saint Camillus Church -- construction of a single-story storage facility on the premises known as 5426 South Lockwood Avenue.

BY ALDERMAN DAVIS (29th Ward):

Loretto Hospital -- generator and emergency system testing and inspection on the premises known as 645 South Central Avenue.

Peoples Reinvestment Development Corporation -- rehabilitation of the buildings on the premises known as 400 -- 418 and 500 South Laramie Avenue.

BY ALDERMAN O'CONNOR for ALDERMAN MELL (33rd Ward):

Chicago Board of Education/Salmon P. Chase Elementary School -- construction of an annex to existing school structure on the premises known as 2021 North Point Street.

BY ALDERMAN O'CONNOR (40th Ward):

Swedish Covenant Hospital -- construction of an addition to existing structure on the premises known as 5145 North California Avenue.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital and Health Care Center -- remodeling of cardiac rehabilitation, outpatient oncology project, psychiatric department and fire alarm systems on the premises known as 2900 North Lake Shore Drive.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN RUSH (2nd Ward):

Robert Taylor Day Care Center, Chicago Housing Authority, 4352 South State Street.

BY ALDERMAN STEELE (6th Ward):

Saint John De LaSalle Parish, 10205 South Dr. Martin Luther King, Jr. Drive.

BY ALDERMAN O'CONNOR (40th Ward):

Swedish Covenant Hospital, 5140 North California Avenue.

BY ALDERMAN MADRZYK for ALDERMAN PUCINSKI (41st Ward):

Presbyterian Church of Norwood Park, 5849 North Nina Avenue.

BY ALDERMAN HANSEN (44th Ward):

Florence G. Heller Jewish Community Center, 524 West Melrose Street.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive.

BY ALDERMAN STONE (50th Ward):

Bernard Horwich Day Care Center, Jewish Community Center, 3003 West Touhy Avenue.

Misericordia Heart of Mary, 6300 North Ridge Avenue.

Hebrew Parochial School of Chicago, 6110 North California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

John G. Shedd Aquarium, 1200 South Lake Shore Drive -- annual public place of assembly inspection fee.

BY ALDERMAN RUSH (2nd Ward):

Ada S. McKinley Community Services, Incorporated, 32 West Randolph Street -- annual mechanical ventilation inspection fees.

BY ALDERMAN T. EVANS (4th Ward):

Lutheran School of Theology, 1100 East 55th Street -- annual building inspection fee.

BY ALDERMAN BLOOM (5th Ward):

McCormick Theological Seminary, 5555 South Woodlawn Avenue -- building inspection fees.

BY ALDERMAN HUELS for *ALDERMAN VRDOLYAK* (10th Ward):

Saint John the Baptist Slovak Church, 9129 South Burley Avenue -- boiler inspection fee.

BY ALDERMAN DAVIS (29th Ward):

Loretto Hospital, 645 South Central Avenue -- various warrants (2).

BY ALDERMAN EISENDRATH (43rd Ward):

Chicago Historical Society, 1601 North Clark Street -- semi-annual elevator inspection fees.

Francis Parker School, 330 West Webster Street -- sign fees.

Grant Hospital, 551 West Grant Place -- sign fees.

Little Sisters of the Poor Nursing Home, 2300 North Racine Avenue -- annual building inspection fee.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, various locations -- annual building inspection fees.

BY ALDERMAN M. SMITH (48th Ward):

Lakeview Learning Center, 4919 North Clark Street -- loading zone sign fees.

BY ALDERMAN STONE (50th Ward):

Bernard Horwich Center, 3003 West Touhy Avenue -- boiler and unfired pressure vessel inspection fees.

WATER RATE EXEMPTIONS:*BY ALDERMAN LAURINO (39th Ward):*

Albany Park Church, 4516 North Kedzie Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

Chicago Historical Society (various locations) (2).

REFUND OF FEES:*BY ALDERMAN ROTI (1st Ward):*

John G. Shedd Aquarium, 1200 South Lake Shore Drive -- refund in the amount of \$102.00.

BY ALDERMAN DIXON (8th Ward):

London Bridges Community Center, Incorporated, 706 East 100th Place -- refund in the amount of \$75.00.

WAIVER OF FEES:

BY ALDERMAN T. EVANS (4th Ward):

Omega Housing and Community Development, 1222 East 47th Street -- waiver of catering/liquor license fees.

BY ALDERMAN STEELE (6th Ward):

7900 Block Club of South St. Lawrence Avenue -- waiver of electrical permit fees for the installation of residential post lights.

BY ALDERMAN BEAVERS (7th Ward):

Ada S. McKinley Neighborhood House, 8485 South Mackinaw Avenue -- waiver of all department fees and sureties for street fair.

BY ALDERMAN MADRZYK (13th Ward):

Culpepper-Merrieweather Circus, 2928 East Ocotillo Road, Queen Creek, Arizona -- waiver of license fee for Taste of Chicago performances.

BY ALDERMAN KELLAM (18th Ward):

Southwest Business Association, 8100 -- 8400 Kedzie Avenue -- waiver of all fees and sureties for sidewalk sale.

Wrightwood Improvement Association, 2639 West 85th Street -- waiver of all fees and sureties for festival.

BY ALDERMAN GUTIERREZ (26th Ward):

Chicago Committee for Chicago Neighbors Artist -- waiver of vendor fee.

BY ALDERMAN MADRZYK for ALDERMAN PUCINSKI (41st Ward):

Logan Square Young Mens Christian Association, 3700 West Fullerton Avenue -- waiver of all department fees and sureties for Pan American Festival.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (June 7, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 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 CORRECTION.

(October 25, 1989).

Alderman Steele moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, October 25, 1989, as follows:

Page 5835 -- by deleting the address "8411 South St. Lawrence Avenue" appearing on the fifteenth line from the top of the page and inserting in lieu thereof the address "840 East 76th Street".

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

Committee Discharged -- GRANTS OF PRIVILEGE FOR
SIDEWALK CAFES IN PUBLIC WAYS.

Alderman Levar moved to *Suspend the Rules Temporarily* to go out of the regular order of business to consider ten ordinances pending in the Committee on Streets and Alleys. The motion *Prevailed*.

Alderman Levar then moved to *Discharge* the Committee on Streets and Alleys from further consideration of said proposed ordinances to maintain and use portions of the public way for sidewalk cafes. The motion *Prevailed*.

Thereupon, on motion of Alderman Levar, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

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

*Cocorico Incorporated (Doing Business As Cocorico
Brasserie Chicago).*

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

SECTION 1. Permission and authority are hereby given and granted to Cocorico, Incorporated, doing business as Cocorico Brasserie Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1960 North Clybourn Avenue. Said sidewalk cafe area shall be thirty-five (35) feet in length and eight (8) feet in width, for a total of two hundred eighty (280) square feet and shall begin five (5) feet from the face of the curb line along North Clifton Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal

and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Gemelio, Incorporated (Doing Business As Ricobene's).

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

SECTION 1. Permission and authority are hereby given and granted to Gemelio, Incorporated, doing business as Ricobene's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 60 East Lake Street. Said sidewalk cafe area shall be fourteen (14) feet in length and eleven (11) feet in width, for a total of one hundred fifty-four (154) square feet and shall begin seven (7) feet from the face of the curb line along East

Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 6:00 P.M.

Saturday, 11:00 A.M. to 5:00 P.M.

Compensation: \$598.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair,

maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Luis Arenciba, Incorporated (Doing Business As
Gusto Mexican Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Luis Arenciba, Incorporated, doing business as Gusto Mexican Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2645 North Kedzie Avenue. Said sidewalk cafe area shall be fourteen (14) feet in length and thirteen (13) feet five (5) inches in width, for a total of one hundred eighty-nine (189) square feet and shall begin six (6) feet from the face of the curb line along North Kedzie Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein

authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Maverick Organization, Incorporated (Doing Business
As Tedino's).*

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

SECTION 1. Permission and authority are hereby given and granted to Maverick Organization, Incorporated, doing business as Tedino's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 5335 North Sheridan Road. Said sidewalk cafe area shall be twenty-five (25) feet in length and ten (10) feet in width, for a total of two hundred fifty (250) square feet and shall begin nine (9) feet from the face of the curb line along North Sheridan Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will

have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Mr. J's Restaurant, Incorporated (Doing
Business As Mr. J's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Mr. J's Restaurant, Incorporated, doing business as Mr. J's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 822 North State Street. Said sidewalk cafe area shall be forty-five (45) feet in length and thirteen (13) feet in width, for a total of five hundred eighty-five (585) square feet and shall begin ten (10) feet from the face of the curb line along West Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,053.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of

Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance

coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Raree Restaurant Company, Incorporated (Doing Business
As Parrinello's).*

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

SECTION 1. Permission and authority are hereby given and granted to Raree Restaurant Company, Incorporated, doing business as Parrinello's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 535 North Wells Street. Said area shall be twenty (20) feet in length and nine (9) feet in width, for a total of one hundred eighty (180) square feet and shall begin seven (7) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 10:00 P.M.

Compensation: \$324.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the

grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of

Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Rezko Food's, Incorporated (Doing Business As
Subway Sandwiches & Salads).*

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

SECTION 1. Permission and authority are hereby given and granted to Rezko Food's, Incorporated, doing business as Subway Sandwiches & Salads, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 43 East Chicago Avenue. Said sidewalk cafe area shall be sixteen (16) feet in length and eight (8) feet in width, for a total of one hundred twenty-eight (128) square feet and shall begin eight (8) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the

Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The

aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Salvador's Mexican Restaurant On Randolph Street
(Doing Business As Salvador's).*

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

SECTION 1. Permission and authority are hereby given and granted to Salvador's Mexican Restaurant on Randolph Street, doing business as Salvador's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 185 North Wabash Avenue. Said sidewalk cafe area shall be forty (40) feet six (6) inches in length and seventeen (17) feet four (4) inches in width, for a total of six hundred ninety-nine (699) square feet and shall begin eight (8) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 4:00 A.M. to 11:00 P.M.

Compensation: \$2,713.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from

the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Yugo Inn, Incorporated (Doing Business As Yugo Inn).

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

SECTION 1. Permission and authority are hereby given and granted to Yugo Inn, Incorporated, doing business as Yugo Inn, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located 2824 North Ashland Avenue. Said sidewalk cafe area shall be on the West Wolfram Street side of the above named property and shall be forty (40) feet in length and nine (9) feet in width, for a total of three hundred sixty (360) square feet and shall begin nine (9) feet from the face of the curb line along West Wolfram Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 2:00 P.M. to 12:00 Midnight

Compensation: \$300.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal

and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*West Egg Cafe On State Limited (Doing Business
As West Egg Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to West Egg Cafe on State Limited, doing business as West Egg Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1139 -- 1141 North State Street. Said sidewalk cafe area shall be thirty-two (32) feet eight (8) inches in length and eight (8) feet in width for a total of two hundred sixty-two (262) square feet and shall begin eight (8) feet

from the face of the curb line along East Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$472.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to

recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

REGULAR ORDER OF BUSINESS RESUMED.

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 86.1
AND 194A (CHICAGO ZONING ORDINANCE) BY UPDATING
GUIDELINES AND STIPULATIONS FOR ERECTION AND
PLACEMENT OF SIGNS AND BILLBOARDS.

On motion of Alderman Burke, the City Council took up for consideration the report of a joint committee comprised of the members of the Committee on Buildings and the members of the Committee on Zoning, deferred and published in the Journal of the Proceedings of June 7, 1990, pages 17045 through 17053, recommending that the City Council pass the following proposed substitute ordinance:

WHEREAS, The City of Chicago is a home-rule unit and as such may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The corporate authorities of the City of Chicago have determined that it is in the public interest to regulate the placement and control the proliferation of signs proximate to certain major roads and highways to preserve and enhance the aesthetic appearance of the City's urban landscape and residential neighborhoods; and

WHEREAS, It is in the public interest to regulate the construction, size and placement of signs proximate to certain roads and highways to promote and protect the health, safety and welfare of citizens and motorists; and

WHEREAS, It is the express public policy of the corporate authorities to promote compliance with all municipal ordinances and to prohibit sign ordinance violations regardless of the reasons for which such violations are justified; and

WHEREAS, It is in the public interest to regulate signs based on their size and location to achieve the objectives of aesthetics and safety while insuring constitutional rights to freedom of speech and expression; now, therefore,

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

SECTION 1. Section 3.2 of Chapter 194A of the Municipal Code of Chicago is hereby amended by adding the language in italics as follows:

3.2.

* * *

Sign. A "sign" is a name, identification, description, display, or illustration which is affixed to, or represented directly or indirectly upon a building, structure, or piece of

land and which directs attention to an object, product, place, activity, person, institution, organization, or business.

However, a "sign" shall not include any traffic, directional, identification or other official signs, including but not limited to signs pertaining to cultural or historical attractions, erected pursuant to the authority of a governmental body, and shall not include any display of official court or public office notices nor shall it include the flag, emblem or insignia of a nation, political unit, school or religious group. A "sign" shall not include a sign located completely within an enclosed building unless the context shall so indicate.

* * *

SECTION 2. Chapter 194A of the Municipal Code of Chicago is amended by adding new Sections 6.7-1 through 6.7-2, entitled "Non-Conforming Signs", to read as follows:

6.7-1. (a) *Any sign that does not conform to Sections 8.9(5), 8.9(6), 8.9(7), 9.9(5), 9.9(6), 9.9(7), 10.14(5), 10.14(6) or 10.14(7) of this chapter, as amended by this ordinance, and that was lawfully erected pursuant to a permit lawfully issued prior to the effective date of this section, may remain in use as a legal non-conforming sign.*

(b) *A legal non-conforming sign must be maintained in good repair, and must comply with all other requirements of this Code.*

(c) *A legal non-conforming sign shall not be altered, expanded, or relocated in any way, other than to perform normal and necessary repairs or to change the copy of the sign.*

6.7-2. *Any person who owns, installs, maintains or uses a legal non-conforming sign except as permitted in this Code, or who otherwise violates any provisions of Sections 6.7-1, shall be fined not less than \$100 and not more than \$200. Each day such violation continues shall constitute a separate and distinct offense.*

SECTION 3. Chapter 194A of the Municipal Code of Chicago, Sections 8.9, 8.9(5), 8.9(6), 8.9(7), 9.9, 9.9(5), 9.9(6), 9.9(7), 10.14, 10.14(5), 10.14(6) and 10.14(7), all entitled "Signs-Use and Bulk Regulations", are hereby amended to add the language in italics and delete the language in brackets, so that the sections shall read as follows:

8.9(5). a. *Notwithstanding anything to the contrary contained in any agreement, order or other authority, no [advertising] sign, other than business signs permitted in Section 8.9(6), shall be permitted within 500 feet of any major route [including:]. Major route shall mean:* a) Lake Shore Drive, b) all expressways or tollroads so designated by the Bureau of Maps and Plats, Department of Public Works of the City of Chicago, c) those portions of the Comprehensive Superhighway System of the City of Chicago, approved by the City Council, and d) any street so designated by amendment to this

comprehensive amendment by the City Council, if the face thereof is visible therefrom. The 500 feet shall be measured [from] *along a line perpendicular to the center line of the lane of traffic closest to the sign from which the sign face is intended to be viewed, including access or exit lanes [closest to the sign and, from which the sign is visible].*

b. [Advertising] Signs, *other than business signs*, erected at a distance greater than 500 feet from such major routes and visible therefrom as specified herein shall *be erected not less than 500 feet apart along the same side of a major route and shall not exceed in gross area in square feet more than two (2) times the distance of such advertising sign from the point of measurement specified, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less.*

8.9(6). No flashing, animated or moving business [or identification] sign shall be permitted within 500 feet of any major route as defined in [subsection (5) of this section] *Section 8.9(5)*, if the face thereof is visible therefrom. A non-flashing, non-animated, stationary business [or identification signs] *sign* erected within 500 feet of such major route, and visible therefrom, [as is otherwise permitted in Sections 8.9-1, 8.9-2, 8.9-3, 8.9-4, 8.9-5, 8.9-6, or 8.9-7 shall] *if otherwise permitted under this Code, shall be permitted if such sign does not exceed in gross area in square feet one (1) times the distance of such sign from the point of measurement as specified in Section 8.9(5) above, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less. Business [or identification] signs erected at a distance greater than 500 feet from such major routes and visible therefrom as specified herein shall not exceed in gross area in square feet more than two (2) times the distance of such business [or identification] sign from the point of measurement specified, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less. The 500 feet shall be measured along a line perpendicular to the center line of the lane of traffic closest to the sign from which the sign face is intended to be viewed, including access or exit lanes. Any business sign authorized in this section is allowed to contain non-commercial copy in lieu of other copy.*

8.9(7). *No advertising sign having a face which exceeds 100 square feet shall be permitted within 250 feet of a Residence District. No advertising sign shall be permitted within 75 feet of [any property in] a Residence District.*

9.9(5). a. *Notwithstanding anything to the contrary contained in any agreement, order or other authority, no [advertising] sign, other than business signs permitted under Section 9.9(6), shall be permitted within 500 feet of any major route [including:]. Major route shall mean: a) Lake Shore Drive, b) all expressways or tollways, so designated by the Bureau of Maps and Plats, Department of Public Works of the City of Chicago, c) those portions of the Comprehensive Superhighway System of the City of Chicago, approved by the City Council, and d) any street so designated by amendment to this comprehensive amendment by the City Council, if the face thereof is visible therefrom. The 500 feet shall be measured [from] along a line perpendicular to the center line of the lane of traffic closest to the sign from which the sign face is intended to be viewed, including access or exit lanes [closest to the sign and, from which the sign is visible].*

b. [Advertising] Signs, *other than business signs*, erected at a distance greater than 500 feet from such major routes and visible therefrom as specified herein shall *be erected*

not less than 500 feet apart along the same side of a major route and shall not exceed in gross area in square feet more than two (2) times the distance of such sign from the point of measurement specified above.

9.9(6). No flashing, animated or moving business [or identification] sign shall be permitted within 500 feet of a major route as defined in [subsection (5) of this section] *Section 9.9(5)*, if the face thereof is visible therefrom. A non-flashing, non-animated, stationary business [or identification signs] sign erected within 500 feet of such major route, and visible therefrom, [as is otherwise permitted in Sections 9.9-1, 9.9-2, 9.9-3 and 9.9-4 shall] *if otherwise permitted under this Code, shall be permitted if such sign does not exceed in gross area in square feet one (1) times the distance of such sign from such major route measured as is specified in [9.9-5] Section 9.9(5) above, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less. Business [or identification] signs erected at a distance greater than 500 feet from such major routes and visible therefrom as specified herein shall not exceed in gross area in square feet more than two (2) times the distance of such business [or identification] signs from the point of measurement specified, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less. The 500 feet shall be measured along a line perpendicular to the center line of the lane of traffic closest to the sign from which the sign face is intended to be viewed, including access or exit lanes. Any business sign authorized in this section is allowed to contain non-commercial copy in lieu of other copy.*

9.9(7). *No advertising sign having a face which exceeds 100 square feet shall be permitted within 250 feet of a Residence District. No advertising sign shall be permitted within 75 feet of [any property in] a Residence District.*

10.14(5). *a. Notwithstanding anything to the contrary contained in any agreement, order or other authority, no [advertising] sign, other than business signs permitted under Section 10.14(6), shall be permitted within 500 feet of any major route [including:]. Major route shall mean: a) Lake Shore Drive, b) all expressways or tollways, so designated by the Bureau of Maps and Plats, Department of Public Works of the City of Chicago, c) those portions of the Comprehensive Superhighway System of the City of Chicago, approved by the City Council, and d) any street so designated by amendment to this comprehensive amendment by the City Council, if the face thereof is visible therefrom. The 500 feet shall be measured [from] along a line perpendicular to the center line of the lane of traffic closest to the sign from which the sign face is intended to be viewed, including access or exit lanes [closest to the sign and, from which the sign is visible].*

b. [Advertising] Signs, other than business signs, erected at a distance greater than 500 feet from such major routes and visible therefrom as specified herein shall be erected not less than 500 feet apart along the same side of a major route and shall not exceed in gross area in square feet more than two (2) times the distance of such sign from the point of measurement specified above.

10.14(6). No flashing, animated or moving business [or identification] sign shall be permitted within 500 feet of any major route as defined in [subsection (5) of this section] *Section 10.14(5)*, if the face thereof is visible therefrom. A non-flashing, non-animated,

stationary business [or identification signs] sign erected within 500 feet of such major route, and visible therefrom, [as is otherwise permitted in Sections 10.14-1, 10.14-2, and 10.14-3 shall] *if otherwise permitted under this Code, shall be permitted if such sign does not exceed in gross area in square feet one (1) times the distance of such signs from such major route measured as is specified in [10.14-5] Section 10.14(5) above, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less. Business [or identification] signs erected at a distance greater than 500 feet from such major routes and visible therefrom as specified herein shall not exceed in gross area in square feet more than two (2) times the distance of such business [or identification] sign from the point of measurement specified, or 1/200 times the square of the distance of such sign from the same point of measurement, whichever is less. The 500 feet shall be measured along a line perpendicular to the center line of the lane of traffic closest to the sign from which the sign face is intended to be viewed, including access or exit lanes. Any business sign authorized in this section is allowed to contain non-commercial copy in lieu of other copy.*

10.14(7). *No advertising sign having a face which exceeds 100 square feet shall be permitted within 250 feet of a Residence District. No advertising sign shall be permitted within 75 feet of [any property in] a Residence District.*

SECTION 4. Sections 86.1-6.1 and 86.1-11 of the Municipal Code of Chicago are hereby repealed and a new Section 86.1-11 is added to such Code, the added section to read as follows:

86.1-11. Aldermanic Recommendation. The following provisions shall apply to any sign which exceeds 100 square feet in area of one face and any roof or ground sign, structure or signboard over 24 feet in height:

(a) An applicant for a permit to erect such a sign shall send, by certified mail, written notice containing the dimensions and location of the proposed sign to the alderman of the ward in which such sign is to be erected no later than 30 days prior to the submission of the permit application. Proof of mailing such notice to the alderman shall be filed in conjunction with the permit application.

(b) Upon receipt of the notification referred to in subparagraph (a), the alderman of the ward in which the sign is to be erected may refer the permit application to the City Council's Committee on Buildings for purposes of conducting public hearings to permit interested persons to comment on the proposed permit application.

(c) Upon conclusion of the public hearings to be held by the Committee on Buildings, the Committee may issue a report recommending approval or disapproval of each permit application. The Committee's report shall contain a summary of the issues relating to the permit application that were addressed during the Committee's hearings. At the request of the Building Commissioner, the Committee shall attach to its report a written hearing transcript.

(d) If the Committee decides to issue a report it shall be submitted no later than 60 days after the date on which the permit application is filed.

(e) If the Committee's report shall recommend disapproval of the permit application it shall be based solely on the following considerations:

- (1) the size, location or structural design of the sign is not compatible with the aesthetic character of the community in which the sign is to be erected; or*
- (2) the sign is to be located in an area where there exists an undue concentration of signs; or*
- (3) the size, location or structural design of the sign presents an unreasonable threat to the health or safety of the public.*

Any committee report recommending disapproval of a permit application pursuant to subparagraph (d) herein must state the specific reasons for the recommendation, which reasons shall be consistent with an applicant's constitutional rights contained in the First, Fifth and Fourteenth Amendments of the United States Constitution and Sections 2 and 4 of Article I of the Illinois Constitution of 1970.

(f) The recommendation to approve or disapprove the permit as provided herein shall not be based on the content of the proposed sign.

(g) The Committee's report shall be submitted to the Building Commissioner for final action to be taken on the sign permit application. The Commissioner shall consider the recommendation in granting or denying the application.

SECTION 5. Section 86.1-14 of the Municipal Code of Chicago is amended by deleting the language bracketed and adding the language in italics as follows:

86.1-14. Limitations. [(a) The overall vertical dimension of an illuminated projecting sign shall not exceed 70 feet.]

(a) [(b)] Signs flat against the building may be erected at entrance door height provided the entire sign box is flat against the building wall.

(b) [(c)] Signs which project over the public way more than 12 inches shall clear such public way (sidewalk) by nine feet.

(c) [(d)] Flat signs shall not project above the parapet of the building except that such a sign may project above the parapet under the following conditions:

- (1) The erection of the sign does not prohibit access to the roof from the exterior of the building without passing over the sign.
- (2) The sign shall not project more than four feet above the parapet or where there is no parapet more than four feet above the roof line.
- (3) In no case shall more than fifty percent of the sign project above the parapet or where there is no parapet above the roof line.
- (4) A sign shall never be supported from the parapet.
- (5) Special permission is obtained in writing from the Chief Electrical Inspector before permit application is made.

(d) Ground signs, including signboards, shall not exceed 75 feet in height above the natural grade level immediately beneath the sign.

[(e) Signs supported from structures from roof or ground shall have a maximum vertical height from roof or ground to the top of the display or structure not to exceed twenty-four feet, unless a Council Order is obtained.]

(e) [(f)] A sign may be erected at the edge of a roof on a building which has no parapet walls provided:

- (1) the building is no more than one story in height; and
- (2) no sign section is more than four feet in height; and
- (3) no sign section has an area of more than forty square feet.

All such sign sections shall be erected independent of each other.

(f) [(g)] Projecting signs shall be supported by a structure anchored wholly within the lot line.

(g) [(h)] Projecting signs shall not extend into the public way a greater distance than within 18 inches of the curb line.

(h) [(i)] Projecting signs shall have that portion of the sign nearest the supporting structure not more than two feet from the lot line.

(i) [(j)] Flat signs shall not project over the public way more than 12 inches.

(j) [(k)] No sign shall be attached to or supported by a chimney or water tank unless special permission has been obtained in writing from the Chief Electrical Inspector before the permit is issued.

If a street is widened after a sign has been installed and such sign thereby becomes in violation of one of the provisions of these ordinances, the owner or user of said sign shall immediately take such steps as are necessary to bring the sign into conformance with all applicable provisions of this Code.

SECTION 6. This ordinance shall become effective upon its passage and publication, except that Sections 4 and 5 of this ordinance shall become effective 30 days after such passage.

Alderman Bloom presented the following amendment:

"I move to amend the substitute ordinance, as follows:

SECTION 1. The following additional preambles are inserted:

Whereas, It is in the public interest to curtail the consumption of substances hazardous to health and which threaten public safety; and

Whereas, The Surgeon General has determined that smoking is hazardous to health; and

Whereas, Numerous studies have shown that a large percentage of fatal automobile accidents involve drivers whose blood contains evidence of alcoholic beverage consumption; and

Whereas, It is the purpose of outdoor advertising signs to encourage viewers to purchase the advertised product;

SECTION 2. Section 6 is renumbered as Section 8.

SECTION 3. A new Section 6 is inserted as follows:

Section 6. The advertising of any alcoholic beverage or tobacco product as defined under the statutes of the State of Illinois or in the Municipal Code of Chicago is hereby prohibited on any outdoor sign in the City of Chicago. Any person determined by the Commissioner of the Department of Buildings, after a due-process hearing, to have violated this section shall not thereafter be issued a permit for the erection of a sign for a

period of two years and any sign permits previously issued to that person shall be revoked for a period of two years.

SECTION 4. A new Section 7 is inserted as follows:

Section 7. The invalidity or partial invalidity of any section of this substitute ordinance shall not affect the validity of the remaining sections of this ordinance."

Alderman Bloom then moved to *Refer* the foregoing amendment to a joint committee comprised of the members of the Committee on Buildings and the members of the Committee on Zoning. The motion *Prevailed*.

Alderman Burke moved to amend Sections 4 and 6 of the foregoing proposed substitute ordinance by adding the language in italics and deleting the language in brackets as follows:

"Section 4. . . .

86.1-11 (g) The Committee's report shall be submitted to the Building Commissioner for final action to be taken on the sign permit application. [The Commissioner shall consider the recommendation in granting or denying the application.] *In acting on all applications, the Commissioner shall give due consideration to the Committee's Report, if any, and shall be bound by the same standards as apply to the Committee in approving or denying a permit.*

* * *

Section 6. This ordinance shall become effective upon its passage and publication, except that Sections 4 and 5 of this ordinance shall become effective 30 days after such passage and publication [.] *and 10.14(7) of Section 3 shall become effective 60 days after passage and publication."*

Alderman Burke moved to *Adopt* the foregoing amendment. The motion *Prevailed* by a viva voce vote.

Thereupon, Alderman Burke moved to pass the said proposed substitute ordinance, as amended. The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Huels, Fary, Burke, Kellam, Krystyniak, Soliz, Gutierrez, Bialczak, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Hansen, Levar, Stone -- 20.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Carter, Streeter, Troutman, J. Evans, Garcia, Henry, E. Smith, Davis, Figueroa, Giles, Shiller, M. Smith -- 18.

Alderman Roti moved to *Reconsider* the foregoing vote. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Huels, Fary, Burke, Kellam, Krystyniak, Soliz, Gutierrez, Bialczak, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Stone -- 21.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Carter, Streeter, Troutman, J. Evans, Garcia, Henry, E. Smith, Davis, Figueroa, Giles, Shiller, M. Smith -- 18.

Thereupon, Alderman Roti moved to *Re-Refer* the said proposed substitute ordinance, as amended, to a joint committee comprised of the members of the Committee on Buildings and the members of the Committee on Zoning. The motion *Prevailed*.

LEGISLATION PENDING IN COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES FROM JANUARY 1, 1987
TO JANUARY 1, 1989 CONSIDERED "FAILED TO PASS".

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities, deferred and published in the Journal of the Proceedings of June 7, 1990, pages 16665 and 16666, recommending that the City Council adopt the said proposed resolution declaring that all ordinances, orders and resolutions referred to the Committee on Energy, Environmental Protection and Public Utilities from January 1, 1987 to January 1, 1989, where no action has been taken, be considered as "Failed to Pass".

On motion of Alderman Eisendrath, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

The following is said resolution as adopted:

Be It Resolved by the City Council of the City of Chicago, That all ordinances, resolutions, orders and all other matters pending in the Committee on Energy, Environmental Protection and Public Utilities from January 1, 1987 to January 1, 1989 where no action has been taken shall be considered as having "Failed to Pass"; and

Be It Further Resolved, That the chairman of the Committee on Energy, Environmental Protection and Public Utilities shall transmit a copy of matters that "Failed to Pass" to its sponsor or the Legislative Reference Bureau.

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A (CHICAGO ZONING
ORDINANCE) BY ADDING NEW PARAGRAPH 11.7A-3(7)
ALLOWING PRIVATE STREET FRONT LOT LINE
DESIGNATIONS WITHIN R3, R4 AND R5
RESIDENTIAL DISTRICTS.

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 June 7, 1990, pages 16811 -- 16813, recommending that the City Council pass a proposed ordinance amending the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code, by adding a new paragraph 11.7A-3(7) to allow private street front lot line designations within R3, R4 and R5 Residential Districts.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

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 Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding the following new paragraph (7) in italics below to Article 11.7A-3 as follows:

11.7A-3(7). To permit in a R3, R4 or R5 District a front lot line along a private street provided that the alderman of the ward in which such exception is sought shall be notified in writing by the Zoning Administrator at least ten working days prior to the Zoning Administrator's determination of such matter and provided further that, in addition to the findings required by 11.7A-1, the Zoning Administrator determines with respect to the private street that all of the owners fronting thereon shall be granted a satisfactory perpetual easement for pedestrian and vehicular ingress and egress; lighting, continued maintenance, snow removal and regular street cleaning are provided; design and construction thereof will not result in any adverse affect upon any adjacent private or public property; and the design accommodates emergency vehicle access which access shall be provided and maintained at all times.

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

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 June 7, 1990, pages 16813 through 16878, 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, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

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

Reclassification Of Area Shown On Map Number 3-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 B6-6 Restricted Central Business District symbols and indications as shown on Map No. 3-E in the area bounded by:

East Chestnut Street; North Michigan Avenue; a line 107.25 feet south of and parallel to East Chestnut Street; a line 185.85 feet west of and parallel to North Michigan Avenue to a point 71.59 feet south of East Chestnut Street; and a line from a point 185.85 feet west of North Michigan Avenue and 71.59 feet south of East Chestnut Street to a point 201.10 feet west of the west line of North Michigan Avenue, as measured along the south line of East Chestnut Street,

to the designation of a Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately 20,466.3 square feet or .4698 acres of real property in its net site area (the "Property"). The boundaries of the Property are shown on the attached Property Line and Planned Development Boundary Map. Legal title to the Property is held by the American National Bank & Trust

Company of Chicago, as Trustee under a Trust Agreement dated August 28, 1979 and known as Trust Number 47250.

2. This Plan of Development consists of fifteen (15) Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map and a Table of Use and Bulk Regulations and Related Controls; a site plan prepared by Lucien LaGrange and Associates, Limited dated May 10, 1990 (the "Site Plan") and a landscaping plan prepared by Daniel Weinbach & Associates dated May 10, 1990 (the "Landscaping Plan"). A reduced copy of the Site Plan and the Landscaping Plan are attached to this Planned Development; full size copies are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
3. The applicant shall obtain all required reviews, approvals, licenses and permits required in connection with this Planned Development.
4. The permitted uses in the Planned Development are:

Hotel and related uses, retail and service establishments, restaurants, including live entertainment and dancing, taverns (except that tavern uses shall not be accessible directly from the public way, but only from an interior circulation area), swimming pools, health facilities, parking, telecommunications equipment, structures and installations including parabolic dishes exceeding 8 feet in diameter, and other permitted uses pursuant to 8.3-6 of the Chicago Zoning Ordinance, except non-accessory business and professional offices.

Dwelling units are permitted uses under this Planned Development if, after a complete review of any proposed use of the Property for dwelling units by the Department of Planning, the department finds that such a use does not, under the standards in Section 11.11-2, detrimentally impact the public health, safety and welfare and will be established in substantial conformance with the requirements of the B6-6 District regulations. The applicant shall submit to that department architectural plans and any other supporting documentation required by that department for its review of such proposed use, which supporting documentation may include a vehicular and pedestrian traffic impact analysis. The department, if it approves such a use of the Property, may impose reasonable conditions consistent with the impacts of the proposed use and the City's authority.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such

paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning.

6. All off-street parking and loading facilities will be provided in compliance with this Planned Development. The parking spaces required under this Planned Development may be provided in a tandem or stacked arrangement and operated as valet service.
7. The applicant shall request and reasonably cooperate in the City's removal of all parking meters along the south side of East Chestnut Street immediately adjacent to the Property. The cost of removing said meters shall be borne by the applicant and, if consistent with City regulations, the removal thereof may be performed by the applicant subject to the reasonable regulations of the City.
8. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the applicant and approval by the City Council.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning. Temporary signs such as construction and marketing signs shall be permitted subject to the aforesaid approval.
10. The height of the improvements and any appurtenance attached thereto shall, in addition to the limitations set forth in the Table of Use and Bulk Regulations, be subject to:
 - (1) Height limitations as certified and approved by the Federal Aviation Administration; and
 - (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
11. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply. In addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area in excess of 5,000 square feet devoted to mechanical equipment in a single location, regardless of placement in the building, shall be excluded.
12. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.

13. The improvements on the Property, including the ground floor retail areas, the hotel lobby and all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan. In addition, the design and construction of the improvements on the Property shall be subject to the following conditions:
- a) That landscaping in general conformance with the Landscaping Plan, including the plantings and other landscaping elements along that portion of Chestnut Street between Michigan Avenue and Rush Street which does not abut the Property (the "Chestnut Street Landscaping"), is installed and maintained. Provided, however, that :
 - i) Landscaping need not be provided at those locations where the applicant can demonstrate that without a substantial increase in the ordinary cost of installation it is technically infeasible to accomplish such installation;
 - ii) The applicant, with the City's full cooperation and assistance, shall remove all existing landscaping elements along Chestnut Street, the removal of which is necessary to enable the applicant to effectuate the Landscaping Plan;
 - iii) If in the course of the development of a parcel adjacent to the Chestnut Street frontage delineated on the Landscaping Plan, other than the Property, the Chestnut Street Landscaping is damaged, removed or destroyed, the applicant shall not be required to replace that landscaping;
 - iv) If the planters along Michigan Avenue depicted on the Landscaping Plan are installed, the Department of Planning in conjunction with the Department of Public Works Bureau of Street Traffic Engineering and Operations (the "Reviewing Departments") may review the impact of the planters on pedestrian traffic flow. If, after the Reviewing Departments review of the planters' traffic impact, those departments reasonably conclude that the planters adversely impact pedestrian traffic flow, the Department of Planning shall notify the applicant in writing of such conclusion. The aforementioned review and notification of the applicant must occur within the 360-day period following the latter of the full occupancy of the retail portion of the proposed improvements not located within the hotel floors or the installation of the planters. Once the applicant receives written notification of the conclusions reached by the Reviewing Departments it may, within 90 days of receipt of such notice, present contrary evidence to the Reviewing Departments. The Reviewing Departments shall within 30 days of receiving such contrary

evidence reach a final decision regarding the planters' pedestrian traffic impact and the Department of Planning shall notify the applicant in writing of the decision. If the Reviewing Departments' final decision is that the planters adversely impact pedestrian traffic, then the applicant within 30 days of receiving notice of such a decision shall commence the process of removing the planters. The removal of the planters shall be completed by the applicant with due diligence, at its sole cost and in accordance with all applicable City regulations. If the trees depicted along Michigan Avenue on the Landscaping Plan are incorporated into the planters, they shall be either retained or replaced, subject to the limitation in subparagraph (i) above;

- b) That the ground floor of the Property's frontage along Michigan Avenue be devoted to retail uses or entrances to the retail space;
- c) That the ground floor of the Property's frontage along Chestnut Street be devoted to retail uses, the hotel lobby and entrances thereto, display windows and entrances to the parking and loading areas. The entrances to the parking and loading areas shall have decorative doors which shall be closed when the entrances are not in use;
- d) That the ground floor hotel lobby depicted on the Site Plan may be expanded in size a maximum of 350 square feet and the ground floor retail area reduced correspondingly; and
- e) That the floor area devoted to retail uses not exceed 85,000 square feet, excluding common areas such as elevators, elevator lobbies, circulation corridors, stairways, restrooms, mechanical rooms, and parking and loading areas.
- f) That the floor area devoted to ballroom, banquet and conference facilities not exceed 40,000 square feet, excluding common areas such as elevators, elevator lobbies, circulation and service corridors, coat rooms, stairways, restrooms, mechanical rooms, parking and loading areas and kitchen facilities.
- g) That the western facade of the proposed building above 100 feet above grade shall be treated with the same materials as the other three facades of the proposed building.
- h) The requirements of this Statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned

Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The rights granted to and the obligations imposed on the applicant under this Planned Development shall inure to the benefit of and be binding on the applicant's successors, assigns and/or grantees.
15. Unless a building permit for the proposed development is properly applied for and pursued with due diligence, the approvals granted and obligations imposed under this Planned Development shall expire upon the tenth anniversary of the effective date hereof. Provided, however, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned development ordinances, 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 B6-6 Restricted Central Business District.

[Existing Zoning Map, Property Line and Planned Development
Boundary Map, Generalized Land Use Map, Existing
Land Use Map, Site Plan and Landscape
Plan attached to this Plan of
Development printed on
pages 17959 through
17964 of this
Journal.]

Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Business Planned Development

*Table Of Use And Bulk Regulations And Related Controls.
(As Amended)*

Net Site Area: 20,466.3 square feet (.4698 acres)

Gross Site Area Calculations:

Gross Site Area = Net Site Area + Area to remain in Right-of-Way

39,028.3 square feet = 20,466.3 square feet + 18,562 square feet

General Description of Land Use: See Statement Number 4.

Maximum Floor Area Ratio: 16.95

Maximum Percentage of Site Coverage: 100 percent

Minimum Setbacks:

West Chestnut Street --	None at grade; above + 175 feet above grade, 16.0 feet.
North Michigan Avenue --	None at grade; above + 155 feet above grade, 24.0 feet except for the northern 44.0 feet of that facade; above + 170 feet above grade, 24.0 feet.
South Property Line --	None at grade; above + 155 feet above grade, 16.0 feet except for the western 95 feet of that facade; above + 175 feet above grade, 16.0 feet.
West Property Line --	None at grade; above + 100 feet above grade, 20 feet at the Chestnut Street Property Line then decreasing along the angle of the West property line to 8 feet at a point 34 feet south of Chestnut Street, then decreasing to 0 feet for the next 33 feet, and then increasing to 8 feet for the remaining distance along the West Property Line.

Maximum Height: 390 feet above grade

Maximum Number of Hotel Rooms: 288 keys

Minimum Number of Off-Street Parking Spaces: 28 spaces

Minimum Number of Off-Street Loading Berths: 2 (10 feet X 25 feet);
2 (10 feet X 50 feet)

Reclassification Of Area Shown On Map Number 3-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by reclassifying as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 3-K bounded by:

North Kostner Avenue; West Cortez Street; the first alley south of West Cortez Street; and a line 25 feet west of and parallel to North Kostner Avenue.

SECTION 2. This ordinance shall take effect from the date of its passage.

Reclassification Of Area Shown On Map Number 5-F.

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

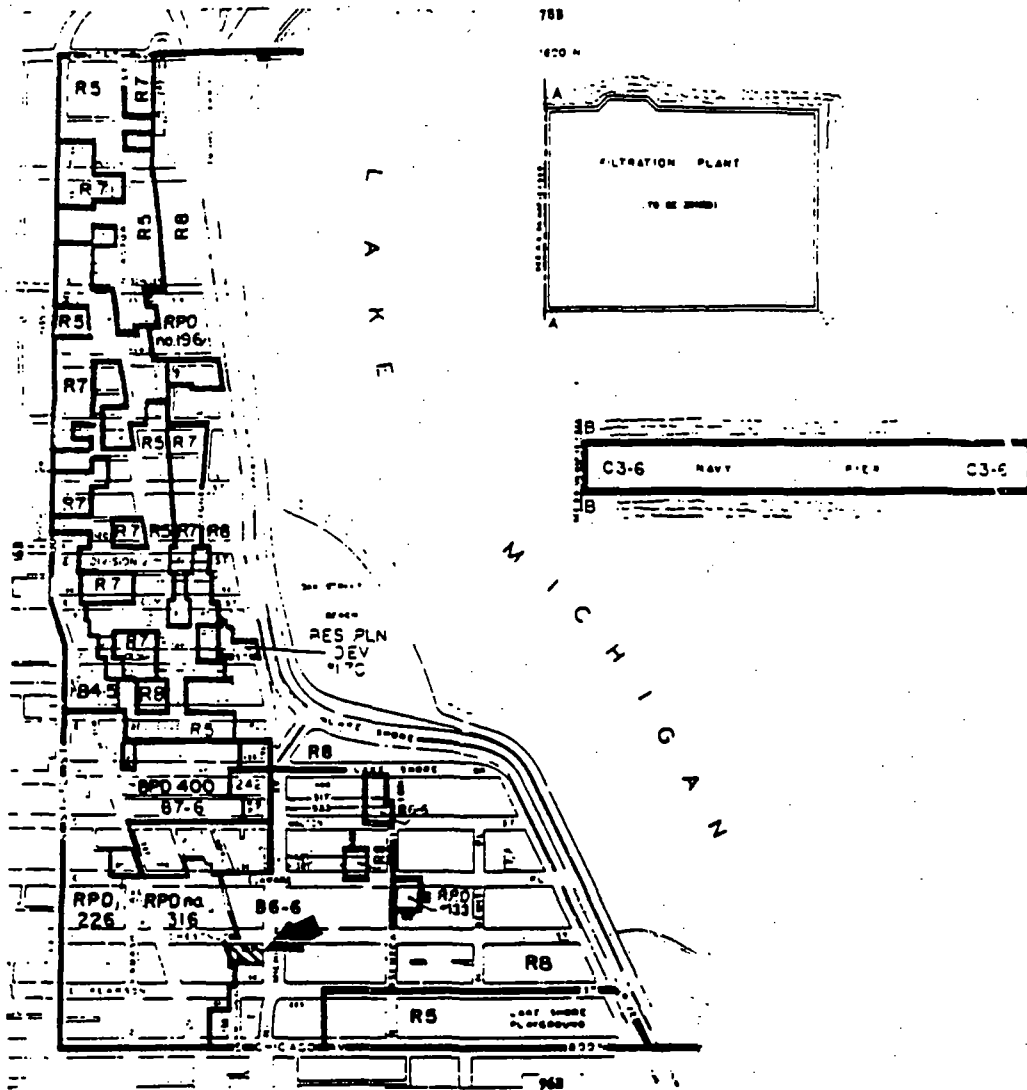
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 5-F in area bounded by:

a line 473.5 feet south of West Armitage Avenue; a line 131 feet east of North Halsted Street; a line 523.5 feet south of West Armitage Avenue; and North Halsted Street,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

BUSINESS PLANNED DEVELOPMENT
EXISTING ZONING MAP.



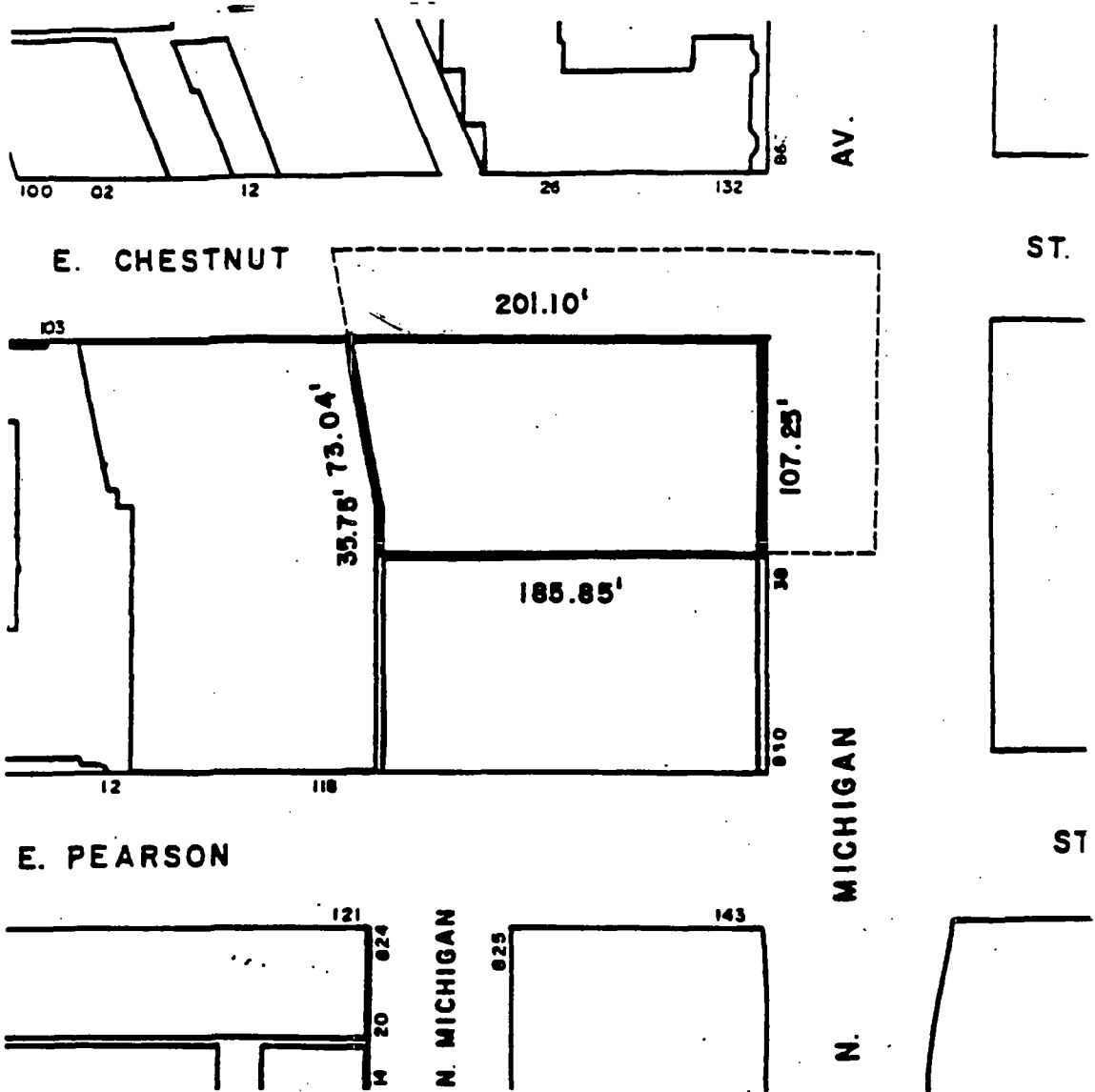
APPLICANT: U.S. Equities Realty, Inc.,
as Agent for
840 Associates, an Illinois
Limited Partnership and
sole beneficiary of Owner
840 North Michigan Avenue
Chicago, Illinois 60611



SUBJECT PROPERTY

DATE: March 21, 1990

BUSINESS PLANNED DEVELOPMENT PROPERTY LINE AND PLANNED DEVELOPMENT BOUNDARY MAP.

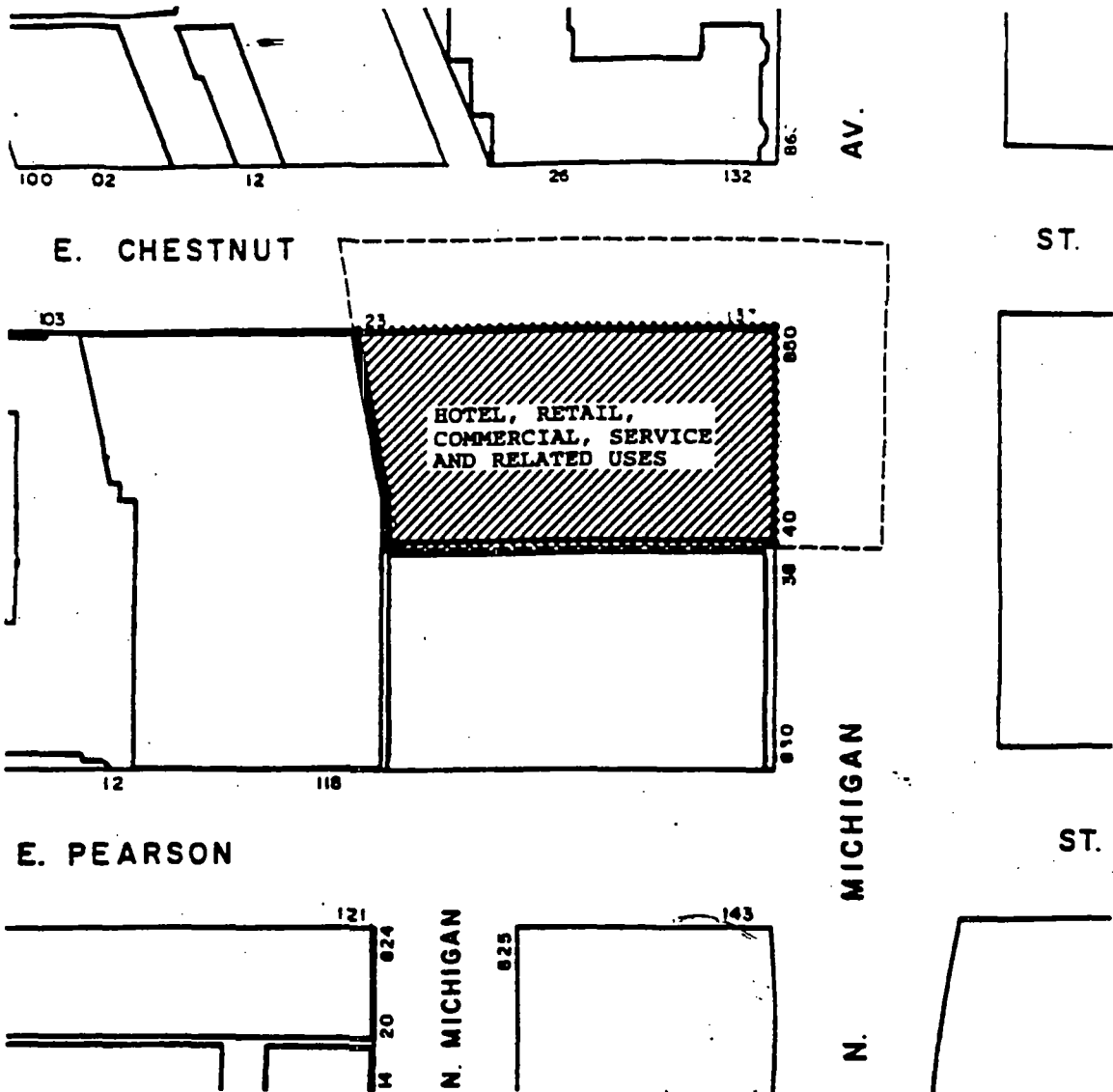


APPLICANT: U.S. Equities Realty, Inc.,
 as Agent for
 840 Associates, an Illinois
 Limited Partnership and
 sole beneficiary of Owner
 840 North Michigan Avenue
 Chicago, Illinois 60611

..... PROPERTY LINE
 ----- PLANNED DEVELOPMENT
 BOUNDARY

DATE: March 21, 1990 REVISED: MAY 10, 1990

BUSINESS PLANNED DEVELOPMENT GENERALIZED
LAND USE MAP.

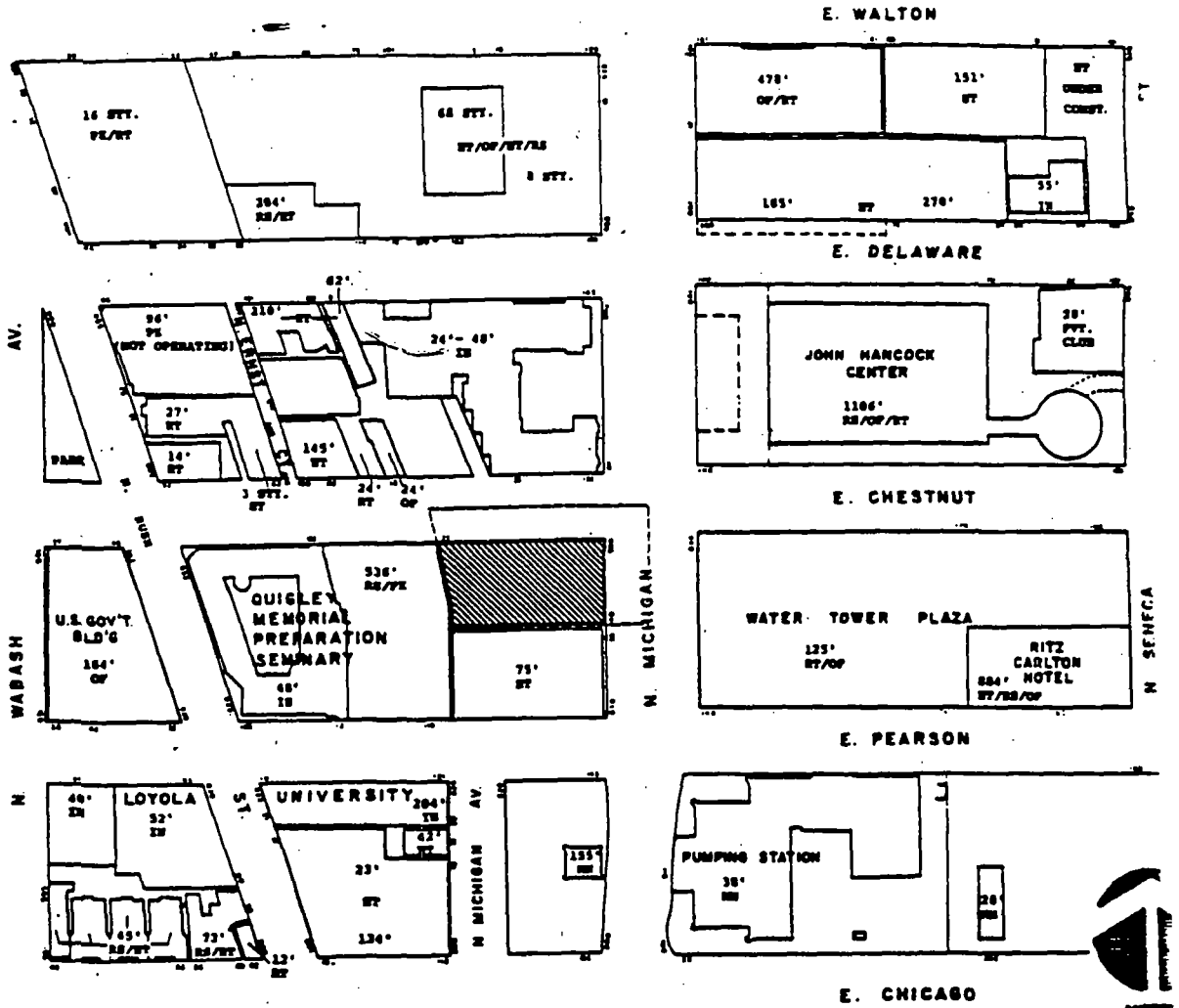


APPLICANT: U.S. Equities Realty, Inc.,;
 as Agent for
 840 Associates, an Illinois
 Limited Partnership and
 sole beneficiary of Owner
 840 North Michigan Avenue
 Chicago, Illinois 60611

..... PROPERTY LINE
 - - - - - PLANNED DEVELOPMENT
 BOUNDARY

DATE: March 21, 1990

BUSINESS PLANNED DEVELOPMENT EXISTING LAND USE MAP.



LEGEND

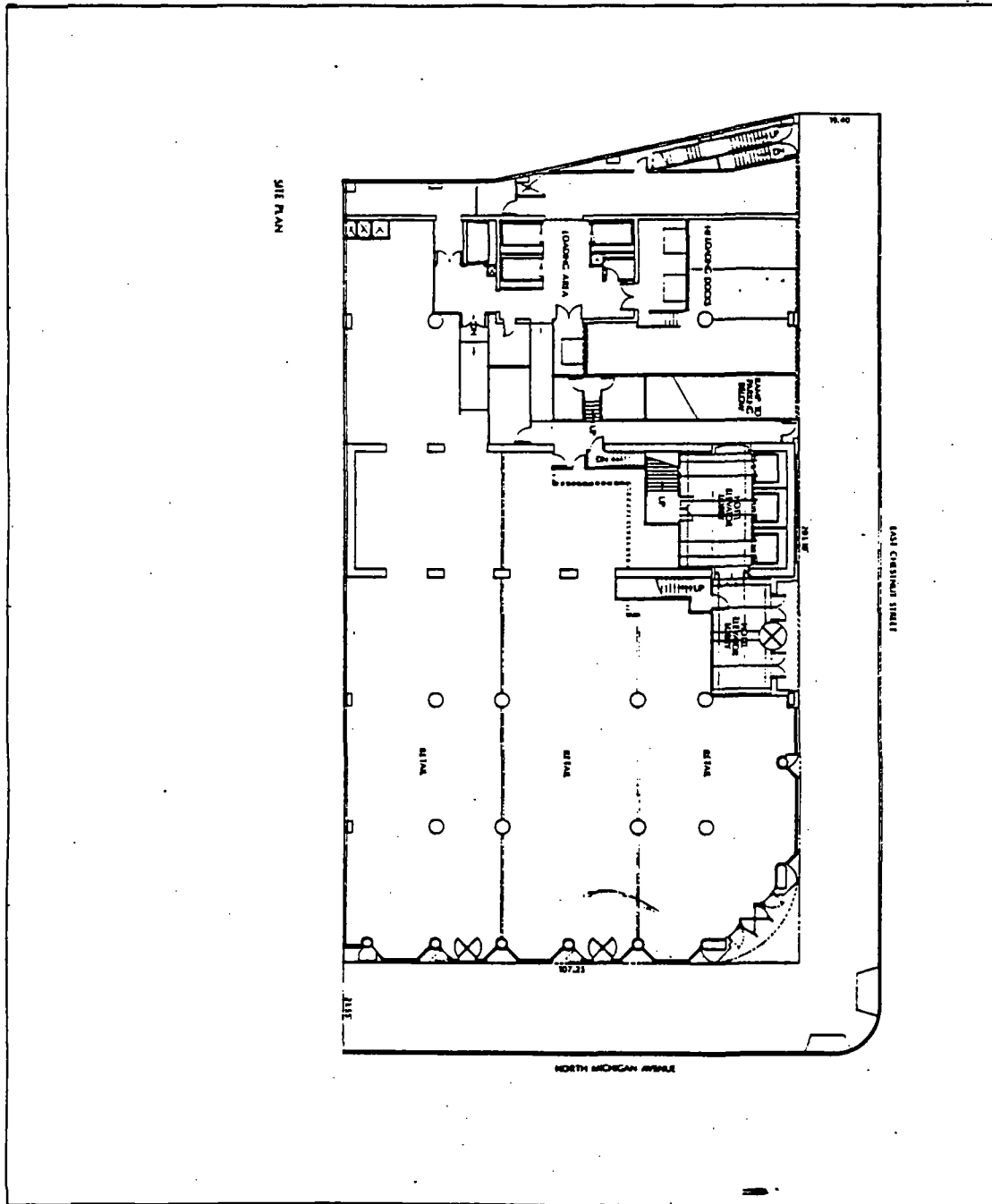
- HT- HOTEL
- IN- INSTITUTIONAL
- MN- MUNICIPAL
- OP- OFFICE
- PK- NON-ACCESSORY PARKING
- RS- RESIDENTIAL
- RT- RETAIL

----- PLANNED DEVELOPMENT BOUNDARY

APPLICANT: U.S. Equities Realty, Inc.,
 as Agent for
 840 Associates, an Illinois
 Limited Partnership and
 sole beneficiary of Owner
 840 North Michigan Avenue
 Chicago, Illinois. 60611

DATE: March 21, 1990

SITE PLAN



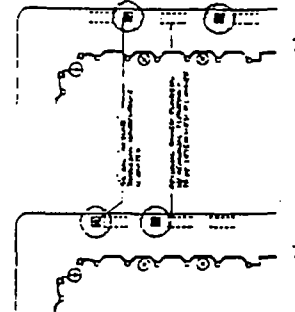
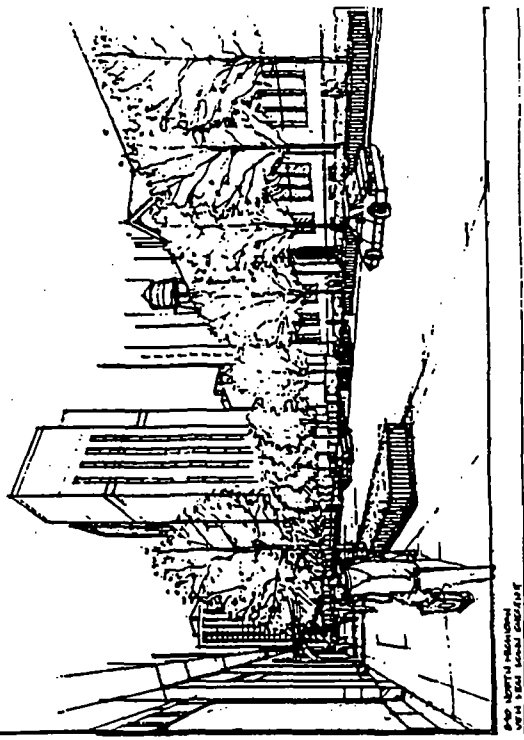
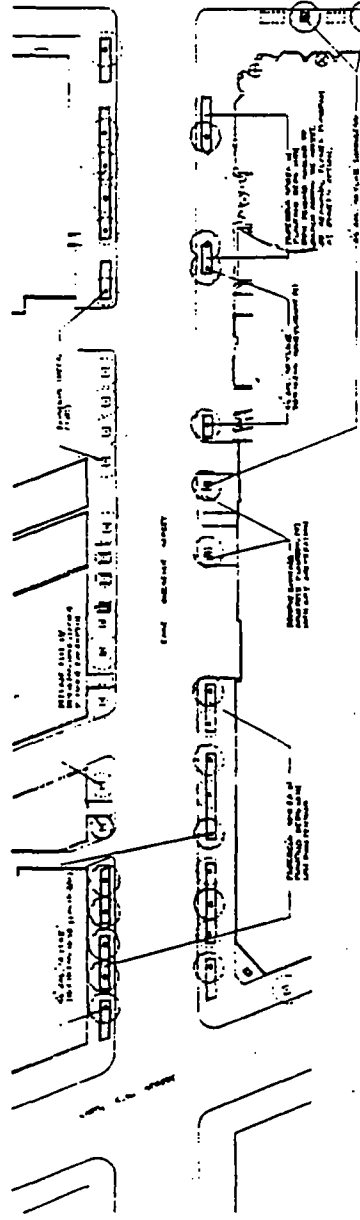
<p>818</p> <p>NORTH MICHIGAN AVENUE</p> <p>SITE PLAN</p>			<p>DATE: 6/27/90</p> <p>PROJECT: UNFINISHED BUSINESS</p> <p>SCALE: AS SHOWN</p>
<p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>NO. 6</p> <p>NO. 7</p> <p>NO. 8</p> <p>NO. 9</p> <p>NO. 10</p> <p>NO. 11</p> <p>NO. 12</p> <p>NO. 13</p> <p>NO. 14</p> <p>NO. 15</p> <p>NO. 16</p> <p>NO. 17</p> <p>NO. 18</p> <p>NO. 19</p> <p>NO. 20</p>	<p>NO. 21</p> <p>NO. 22</p> <p>NO. 23</p> <p>NO. 24</p> <p>NO. 25</p> <p>NO. 26</p> <p>NO. 27</p> <p>NO. 28</p> <p>NO. 29</p> <p>NO. 30</p> <p>NO. 31</p> <p>NO. 32</p> <p>NO. 33</p> <p>NO. 34</p> <p>NO. 35</p> <p>NO. 36</p> <p>NO. 37</p> <p>NO. 38</p> <p>NO. 39</p> <p>NO. 40</p> <p>NO. 41</p> <p>NO. 42</p> <p>NO. 43</p> <p>NO. 44</p> <p>NO. 45</p> <p>NO. 46</p> <p>NO. 47</p> <p>NO. 48</p> <p>NO. 49</p> <p>NO. 50</p>	<p>NO. 51</p> <p>NO. 52</p> <p>NO. 53</p> <p>NO. 54</p> <p>NO. 55</p> <p>NO. 56</p> <p>NO. 57</p> <p>NO. 58</p> <p>NO. 59</p> <p>NO. 60</p> <p>NO. 61</p> <p>NO. 62</p> <p>NO. 63</p> <p>NO. 64</p> <p>NO. 65</p> <p>NO. 66</p> <p>NO. 67</p> <p>NO. 68</p> <p>NO. 69</p> <p>NO. 70</p> <p>NO. 71</p> <p>NO. 72</p> <p>NO. 73</p> <p>NO. 74</p> <p>NO. 75</p> <p>NO. 76</p> <p>NO. 77</p> <p>NO. 78</p> <p>NO. 79</p> <p>NO. 80</p>	<p>NO. 81</p> <p>NO. 82</p> <p>NO. 83</p> <p>NO. 84</p> <p>NO. 85</p> <p>NO. 86</p> <p>NO. 87</p> <p>NO. 88</p> <p>NO. 89</p> <p>NO. 90</p> <p>NO. 91</p> <p>NO. 92</p> <p>NO. 93</p> <p>NO. 94</p> <p>NO. 95</p> <p>NO. 96</p> <p>NO. 97</p> <p>NO. 98</p> <p>NO. 99</p> <p>NO. 100</p>

**Daniel
Weinbach
&
Associates**
Landscape
Architects

LANDSCAPE PLAN.

**840 NORTH
MICHIGAN**
LANDSCAPE PLAN

Scale	1/8" = 1'-0"
Date	5/15/90
Project	840 North Michigan
Client	John Hancock
Site	840 North Michigan
Sheet	1 of 2



SECTION 1
1/8" = 1'-0"

①

SECTION 2
1/8" = 1'-0"

SECTION 3
1/8" = 1'-0"

SECTION 4
1/8" = 1'-0"

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Reclassification Of Area Shown On Map Number 5-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 R3 General Residence District symbols and indications as shown on Map No. 5-I in the area 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 Street,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Institutional Planned Development
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as "Institutional Planned Development" is owned and controlled by the Board of Education of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Board of Education of the City of Chicago, and approval by the City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by the Board of Education or its successors.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of educational and related uses and areas.
7. The information on the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein and stipulates the land use and development controls applicable to the site. Attached hereto and incorporated herein by reference are:
 - a) Property line map and right-of-way adjustments;
 - b) Existing zoning and preferential street system map;
 - c) Generalized land use plan;
 - d) Use and bulk regulations and data chart;
 - e) Site plan dated April 9, 1990, prepared by William E. Brazley & Associates (the "Site Plan"), which is on file with the Department of Planning;
 - f) Landscape plan dated April 9, 1990, prepared by William E. Brazley & Associates (the "Landscape Plan"), which is on file with the Department of Planning; and
 - g) Elevation drawing dated April 9, 1990, prepared by William E. Brazley & Associates (the "Elevation Drawing"), which is on file with the Department of Planning.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.
10. Unless substantial construction on the proposed school facility has commenced within 10 years following adoption of this Planned Development, and unless completion 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 an R3 General Residence District.

11. The property subject to this Planned Development shall be used and developed in substantial conformance with the Site Plan, Landscape Plan and Elevation Drawing. The landscaping shall be maintained at all times in accordance with the Landscape Plan. Mature trees shall be installed in the public way adjacent to the property to the maximum extent in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic subject to the approval of the Department of Planning.

[Property Line Map, Existing Zoning and Preferential Street System Map and General Land Use Plan attached to this Plan of Development printed on pages 17969 through 17971 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Use And Bulk Regulations And Data.
(As Amended)*

Chase Annex.

Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio
<u>Square Feet</u> Acres		
<u>61,600</u> 1.41	Educational and Related Use	1.40

Gross Site Area = Net Site Area + Area of Public Streets

(69,300 square feet = 61,600 square feet + 7,700 square feet)

Maximum Permitted F.A.R. for Total Net Site Area: 1.40

Maximum Height Limitation of Building: 56 feet

Minimum Number of Off-Street Parking Spaces: 15

Minimum Number of Off-Street Loading Spaces: 1

Minimum Setbacks: In accordance with Site Plan

Reclassification Of Area Shown On Map Number 5-J.

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

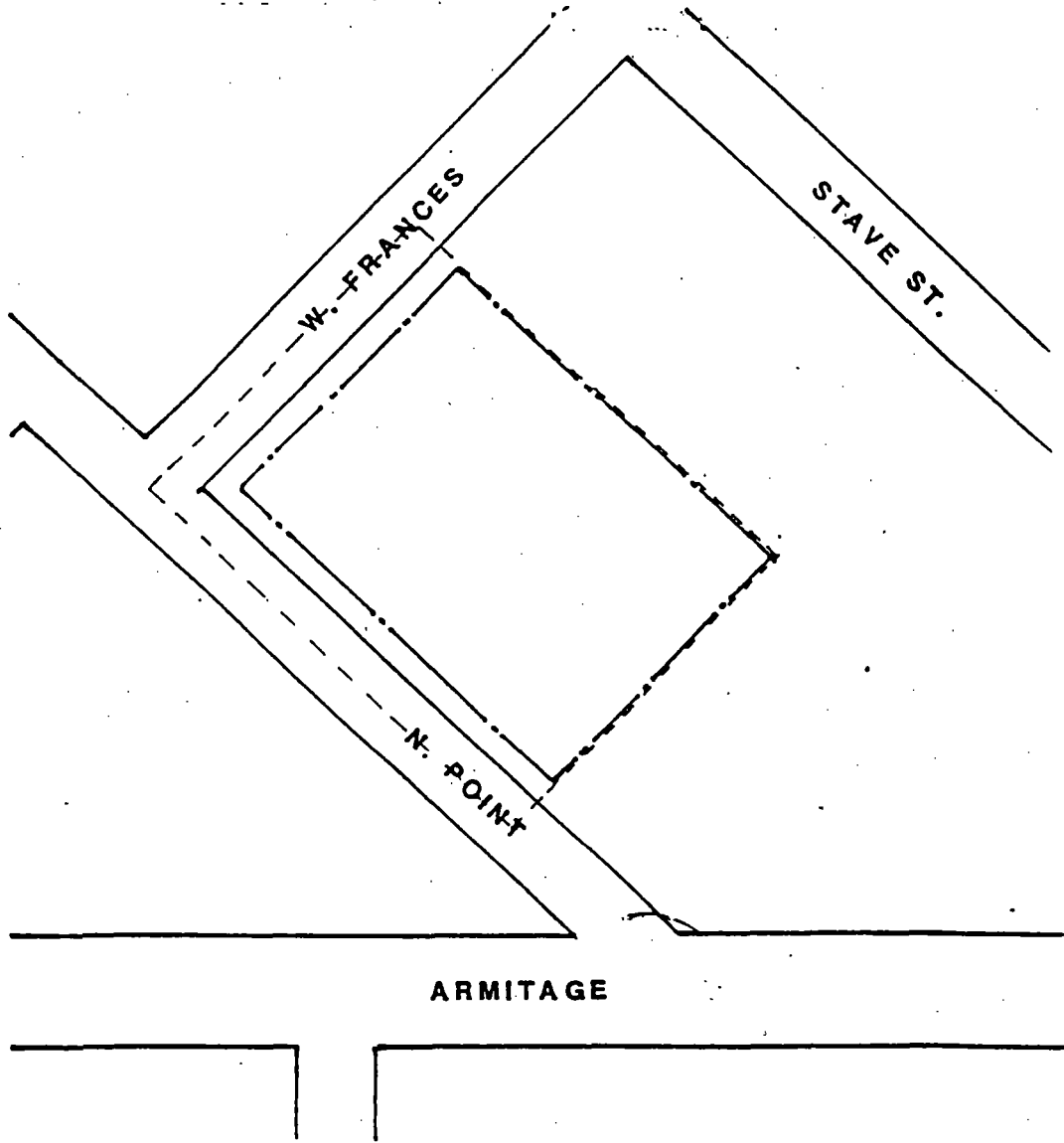
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-J in the area bounded by:

West Palmer Street; a line 50 feet west of and parallel to North Drake Avenue; the alley next south of and parallel to West Palmer Street; and a line 250 feet west of and parallel to West Drake Avenue,

to the designation of an R4 General Residence District which is hereby established in the area described above.

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

SALMON CHASE SCHOOL ANNEX
INSTUTIONAL PLANNED DEVELOPMENT
PROPERTY LINE MAP.



----- PLANNED DEVELOPMENT BOUNDARY
----- PROPERTY LINE

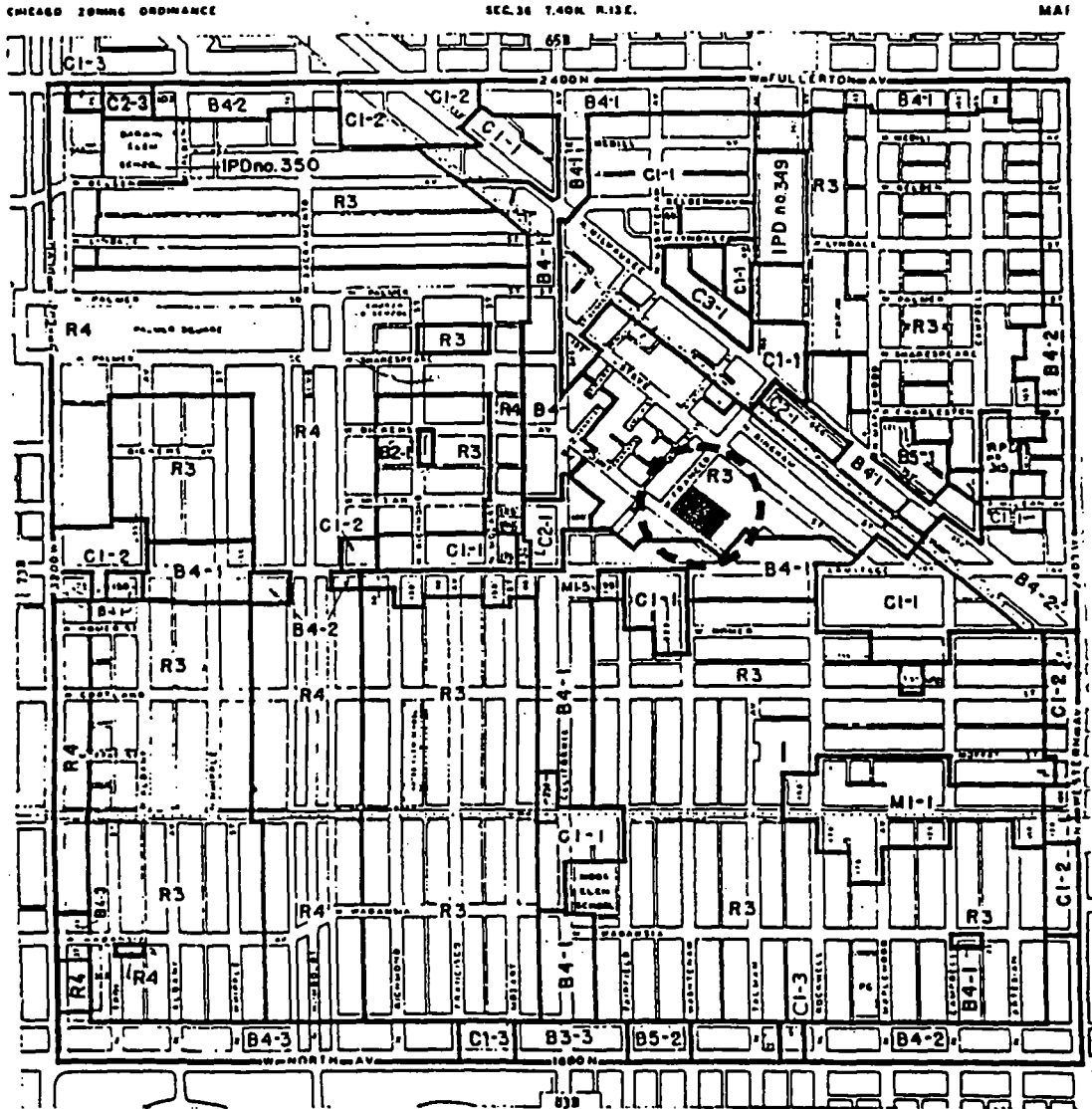
APPLICANT: Board of Education of the City of Chicago

DATE: February 26, 1990 ; Revised April 10, 1990

APPLICANT:



EXISTING ZONING AND PREFERENTIAL STREET SYSTEM MAP.

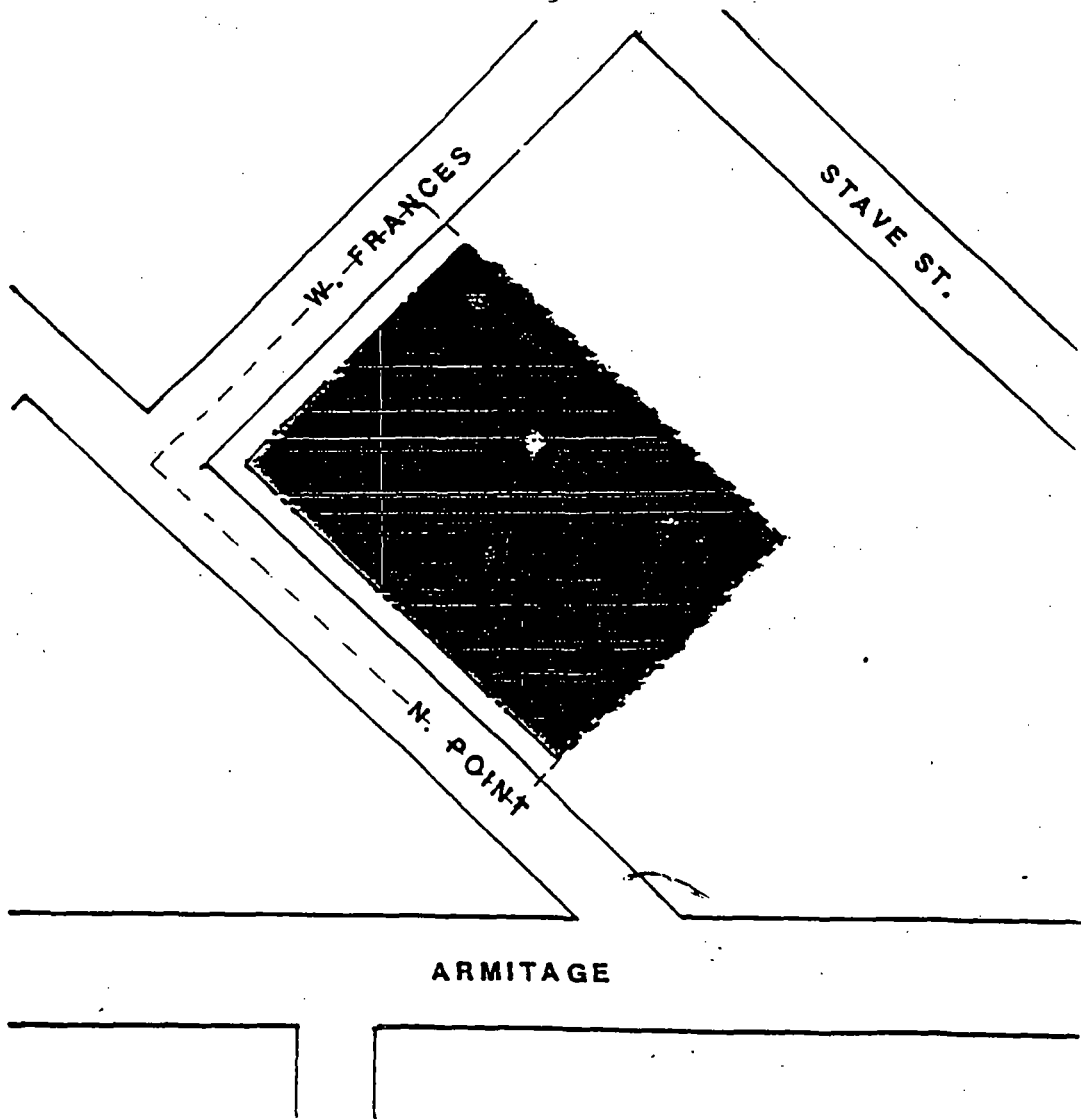


PROPOSED ELEMENTARY SCHOOL SITE

APPLICANT: Board of Education City of Chicago
DATE: February 26, 1990

PROPOSED SITE REZONING AREA

SALMON CHASE SCHOOL ANNEX
INSTUTIONAL PLANNED DEVELOPMENT
GENERAL LAND USE PLAN.



-  PROPOSED PLANNING DEVELOPMENT ACADEMIC USE
-  PLANNED DEVELOPMENT BOUNDARY.
-  PROPERTY LINE

APPLICANT: Board of Education of the City of Chicago

DATE: February 26, 1990; Revised April 10, 1990
APPLICANT.



Reclassification Of Area Shown On Map Number 5-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-1 General Service District symbols and indications as shown on Map No. 5-J in area bounded by:

a line 336 feet north of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Pulaski Road; a line 240 feet north of and parallel to West Wabansia Avenue; and North Pulaski Road,

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-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-F in area bounded by:

the alley next north of and parallel to West 29th Street; South Princeton Avenue; West 29th Street; and South Shields Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in 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 B4-2 Restricted Service District symbols and indications as shown on Map No. 7-G in the area bounded by:

the alley next north of and parallel to West Barry Avenue; a line 137.94 feet east of North Sheffield Avenue; West Barry Avenue; and a line 50 feet east of North Sheffield 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 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in area bounded by:

West School Street; the alley next west of and parallel to North Racine Avenue; the alley next south of and parallel to West School Street; and a line 98 feet west of the alley next west of and parallel to North Racine Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 9-H in the area bounded by:

West Irving Park Road; North Bell Avenue; the alley next south of and parallel to West Irving Park Road; and North Western Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 12-H in the area 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,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the B5-1 General Service District symbols and indications established by Section 1 of this ordinance in the area 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,

to the designation of Business 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 part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development No. _____
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as Business Planned Development, is owned or controlled by the applicant, The Argent Real Estate Development Corporation, an Illinois corporation, 415 West North Avenue, Chicago, Illinois.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees, or grantees.
3. The following uses shall be permitted within the area delineated herein as "Business Planned Development": general merchandise uses, retail drug stores, food stores, restaurants, establishments of the "drive-in" or "drive-through" type, earth station receiving dishes, department stores, offices, service type business uses, parking and related uses as permitted under the B5 General Service District

(all exclusive of any principal activity of outdoor storage and auto fuel dispensing uses).

4. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development, subject to review of the Department of Public Works and the approval of the Department of Planning. A minimum of two percent of all parking spaces shall be designated for parking for the handicapped.
5. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees.
6. Any service drives or any other ingress or egress must 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, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago, and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
7. Individual business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to the aggregate maximum floor area ratio.
8. Business and identification signs may be permitted within the area delineated herein as "Business Planned Development", subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
9. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a) Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and the Department of Law, and approved by the City Council.
10. This Plan of Development consists of thirteen Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; and a Table of Use and Bulk Regulations and Related Controls; a Site Plan and a Landscape Plan prepared by

Stowell Cook Frolechstein, Inc. Architects, both dated May 10, 1990. Full size sets of both the Site Plan and the Landscape Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

11. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan. The exterior landscaping (including street trees in the adjacent right-of-way) shall be designed and constructed in general conformance with the Landscaping Plan. The landscaping shall be maintained at all times in accordance with the Landscape Plan. Mature trees shall be installed in the public way adjacent to the property to the maximum extent in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic subject to the approval of the Department of Planning. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the applicant and after a determination by the Commissioner of the Department of Planning that such modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
12. Unless a building permit for the proposed improvements is properly applied for and pursued with due diligence, the approvals granted and obligations imposed under this Planned Development shall expire upon the tenth anniversary of the effective date hereof. Provided, however, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned development ordinances, 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 B5-1 General Service District.
13. The Plan of Development herein shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

[Existing Zoning Map, Property Line and Right-of-Way Adjustment Map, Generalized Land Use Plan, Site Plan and Landscape Plan attached to this Plan of Development printed on pages 17980 through 17984 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Business Planned Development No. _____
(As Amended)

Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percentage Of Site Coverage
<u>Square Feet</u> Acres			
<u>206.800</u> 4.75	General merchandise uses, retail drug stores, food stores, restaurants, establishments of the "drive-through" or "drive- in" type, earth station receiving dishes, department stores, offices, service type business uses, parking	0.40	35%

Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percentage Of Site Coverage
---------------	------------------------------------	--------------------------------	---

and related uses, as permitted under the B5 General Service District (all exclusive of any principal activity of permanent outdoor storage and auto fuel dispensing uses).

Gross Site Area =	Net Site Area:	206,800 square feet (4.75 acres)
	<u>Public Right-of-Way:</u>	<u>31,411 square feet (0.72 acres)</u>
	TOTAL:	238,211 square feet (5.47 acres)

Minimum Off-Street Loading Spaces: 3 at 10 feet x 50 feet

Minimum Off-Street Parking Spaces: 240.

A minimum of two percent of all parking spaces shall be devoted to parking for the handicapped.

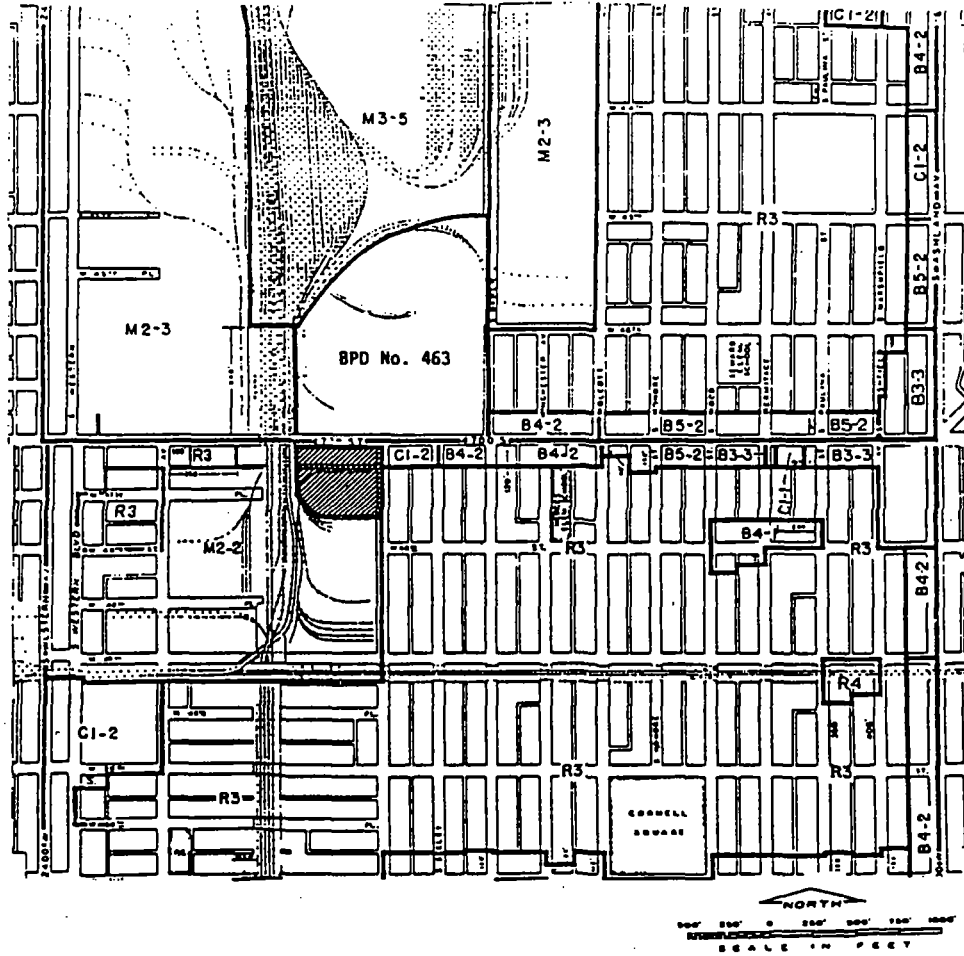
Minimum Required Setbacks:

In accordance with Site Plan attached.

Maximum Building Height:

30 feet with parapet extensions up to 45 feet.

BUSINESS PLANNED DEVELOPMENT NO. _____
ZONING MAP.

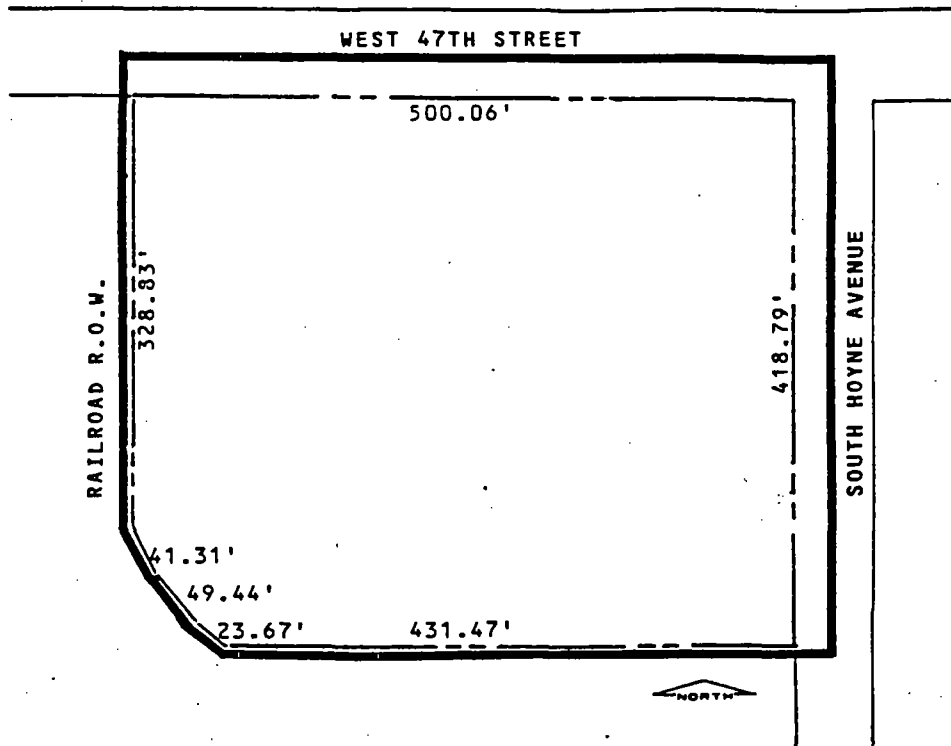


LEGEND

 SUBJECT PROPERTY

APPLICANT: The Argent Real Estate Development Corporation
 ADDRESS: 415 W. North Avenue, Chicago, Illinois
 DATE: February 28, 1990

BUSINESS PLANNED DEVELOPMENT NO. _____
PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENT MAP.



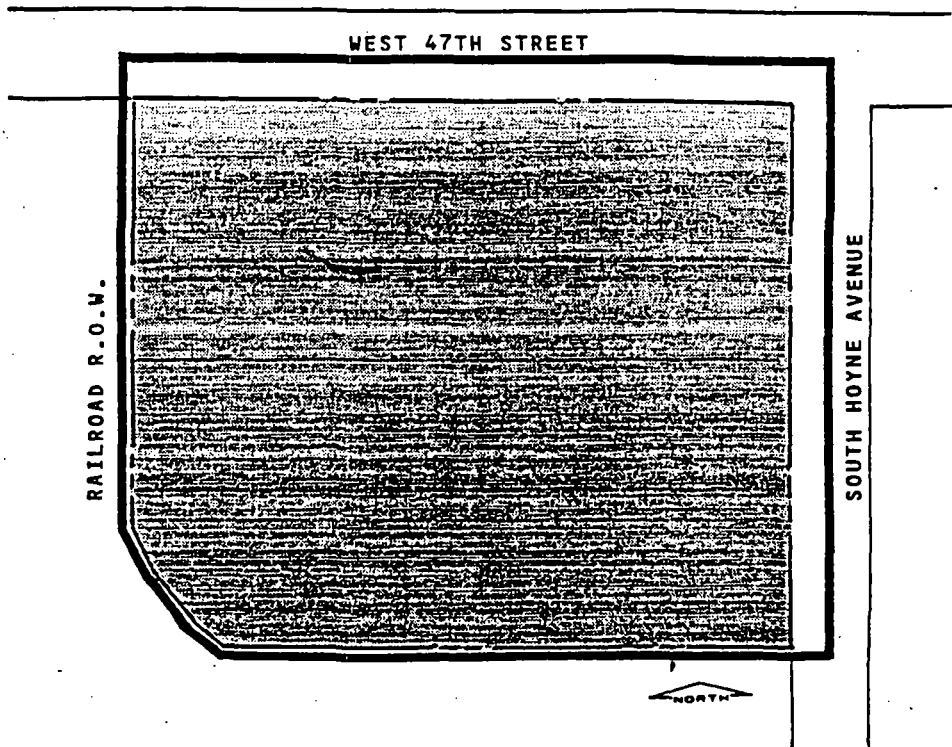
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- 23.67' DIMENSIONED PROPERTY LINE

NOTE: NO RIGHT-OF-WAY ADJUSTMENTS PROPOSED

APPLICANT: The Argent Real Estate Development Corporation
ADDRESS: 415 W. North Avenue, Chicago, Illinois
DATE: February 28, 1990.

BUSINESS PLANNED DEVELOPMENT NO. _____
GENERALIZED LAND USE PLAN.



LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- ▨ FOR PERMITTED USES SEE STATEMENT NO. 3 AND USE AND BULK REGULATIONS AND DATA.

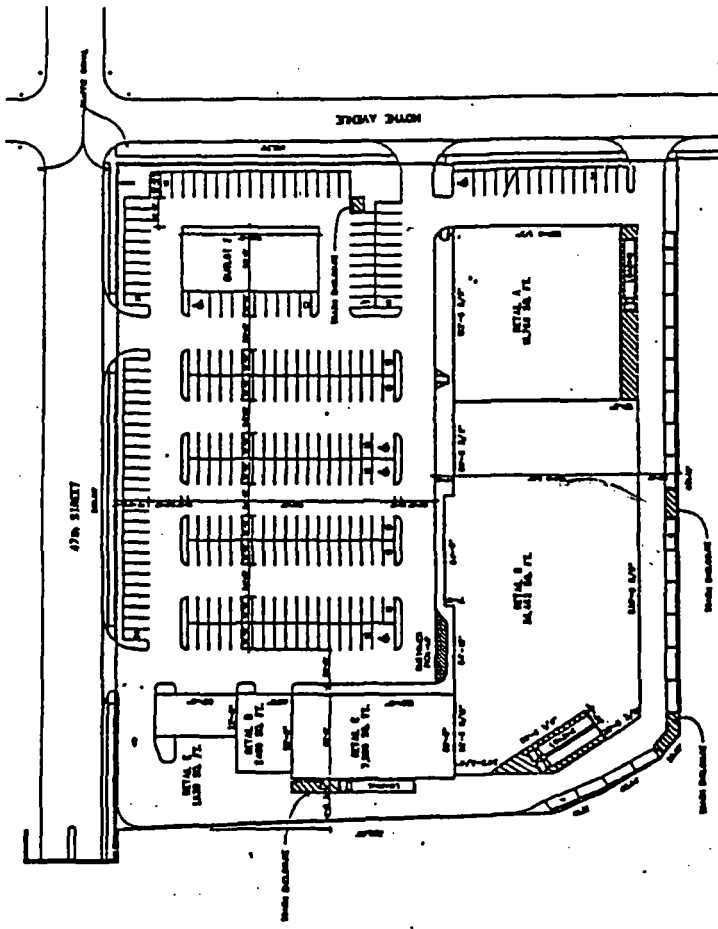
APPLICANT: The Argent Real Estate Development Corporation
ADDRESS: 415 W. North Avenue, Chicago, Illinois
DATE: February 28, 1990
REVISED: May 10, 1990

BUSINESS PLANNED DEVELOPMENT NO. 10
SITE PLAN.

NO. OF UNITS	NO. OF SPACES	NO. OF SPACES PER 1000 SQ. FT.
10	366	3.66
THE YARDS ANGEL		
THE ARGENT GROUP		
STONWALL PROPOSITION 11		
SITE PLAN		

SITE ANALYSIS

RETAIL "A"	16,719 SQ. FT.
RETAIL "B"	34,402 SQ. FT.
RETAIL "C"	7,800 SQ. FT.
RETAIL "D"	2,100 SQ. FT.
RETAIL "E"	1,100 SQ. FT.
TOTAL RETAIL	43,121 SQ. FT.
OUTLETS "F"	3,000 SQ. FT.
PARKING PROVIDED	366 SPACES
PARKING RATIO	3.6 (per/1000)



APPLICANT: The Argent Real Estate
Development Corporation
ADDRESS : 415 W. North Ave., Chicago, IL
DATE : February 28, 1990
REVISED : May 10, 1990



SITE PLAN
SCALE: 1" = 30'-0"

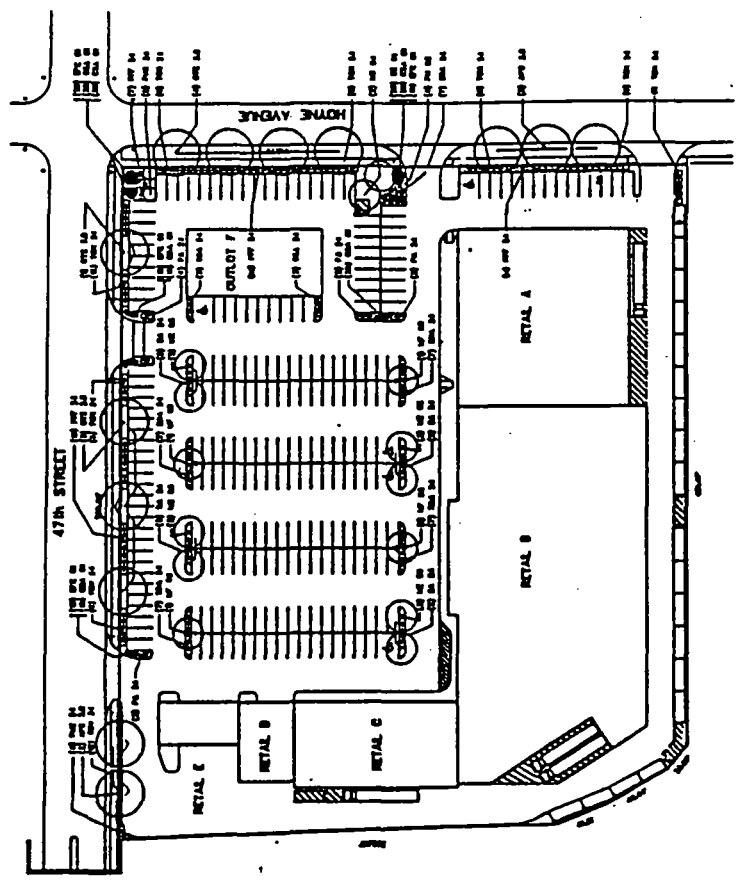
BUSINESS PLANNED DEVELOPMENT NO. 9
LANDSCAPE PLAN.

PLANT	QUANTITY	LOCATION
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SEE PLANT LIST AND SEE NOTES ON SHEET 10 FOR PLANT SPECIFICATIONS AND QUANTITIES.

PLANT LIST AND SEE NOTES ON SHEET 10 FOR PLANT SPECIFICATIONS AND QUANTITIES.

THE YARDS ARCHITECTS
THE ARGENT GROUP
STOWELL COOK PROUSTEN
LANDSCAPE I



APPLICANT: The Argent Real Estate Development Corporation

ADDRESS : 415 W. North Ave., Chicago, IL

DATE : February 28, 1990

REVISED : May 10, 1990

LANDSCAPE PLAN
SCALE: 1" = 30'-0"

Reclassification Of Area Shown On Map Number 12-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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 12-J in area bounded by:

West 47th Street; a line 394.12 feet east of and parallel to South St. Louis Avenue; West 47th Place; and South St. Louis Avenue,

to those of a C3-2 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

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 52nd Street; a line 108.91 feet east of South Lawler Avenue (as measured at the south line of West 52nd Street); South Archer Avenue; and South Lawler 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 13-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 13-G in area bounded by:

a line 50 feet south of and parallel to West Foster Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 99.92 feet south of and parallel to West Foster Avenue; and North Kenmore 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 13-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-3 Local Retail District symbols and indications as shown on Map No. 13-H in area bounded by:

a line 199 feet south of West Ainslie Street; the alley next east of and parallel to North Western Avenue; the alley next south of and parallel to West Ainslie Street; a line 28 feet west of North Claremont Avenue; the alley next north of West Lawrence Avenue; North Claremont Avenue; West Lawrence Avenue; and North Western Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 13-I.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail District, R4 General Residence District and Planned Development No. 92 symbols and indications as shown on Map No. 13-I in area bounded by:

the center line of West Foster Avenue to the north (except for the B1-2 District extending north from the center line of West Foster Avenue); existing Planned Development No. 92 to the east; existing Planned Development No. 92 to the south; the center line of North Francisco Avenue to the west (see attached map)

to those of a Planned Development No. 92, as amended, 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.

Plan of Development attached to this ordinance reads as follows:

*Residential/Institutional Planned Development Number 92
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as a "Residential/Institutional Planned Development" consists of a 13.7 acre tract, owned by Covenant Benevolent Institutions, the parent corporation of the Swedish Covenant Hospital.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

3. Any dedication or vacation of streets, alleys, or any occupation of the right-of-way, easements or adjustments of rights-of-way or any consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Swedish Covenant Hospital and approval by the City Council.
4. The applicant (or its successors, assigns or such other person as may own or control the property) shall obtain all applicable reviews, approvals, or licenses or permits required to be obtained in connection with this Planned Development.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of hospital, research, medical, residential, and related uses including parking facilities, medical offices, convalescent facilities, health and fitness facilities, and accessory uses.
7. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning. Temporary signs such as construction and marketing signs shall be permitted subject to the aforestated approval.
8. The height restriction of the improvements and any appurtenance attached thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - (1) Height limitations as certified and approved by the Federal Aviation Administration; and
 - (2) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and the Department of Law, and approved by the City Council.
9. This Plan of Development consists of twelve (12) Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; and a Table of Use and Bulk Regulations and Related Controls; a site plan prepared by Universal Medical Buildings dated May 5, 1990 (the "Site Plan") and a landscaping plan prepared by Universal Medical Buildings dated May 5, 1990 (the "Landscaping Plan"). A full size set of both the Site Plan and the Landscaping Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

10. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan. The exterior landscaping (including street trees in the adjacent right-of-way) shall be designed and constructed in general conformance with the Landscaping Plan. The landscaping shall be maintained at all times in accordance with the Landscape Plan. Mature trees shall be installed in the public way adjacent to the property to the maximum extent in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic subject to the approval of the Department of Planning. The requirements of this Statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
11. Unless a building permit for the proposed medical office building and the proposed health and fitness center are properly applied for and pursued with due diligence, the approvals granted and obligations imposed under this Planned Development shall expire upon the tenth anniversary of the effective date hereof. Provided, however, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned development ordinances, 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 Planned Development No. 92 as adopted on December 7, 1972.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of the Department of Planning.

[Existing Zoning and Street System Map; Property Line Map and Right-of-Way Adjustment Map; Generalized Land Use Plan; Existing Land Use Area Map; Site Plan and Landscape Plan attached to this Plan of Development printed on pages 17991 through 17997 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Planned Development Use And Bulk Regulations
(As Amended)*

*Residential Planned Development
(Institutional)*

	Net Site Area	General Description Of Land Use And Type	Maximum F.A.R.	Maximum Land Coverage
	<u>Square feet</u> Acres			
Total:	<u>596,562</u> 13.7	(See Statement No. 6)	0.9	39.5%

The Above Noted Regulations Relate To The Ultimate Development Within The Planned Development Area. Interim Stages Of Development May Exceed These Permitted Standards, Subject To The Approval Of The Department Of Planning.

Gross Site Area (Total): Net Site Area: 13.7 acres + 3.4 acres right-of-way, public streets and alleys = 17.1 acres

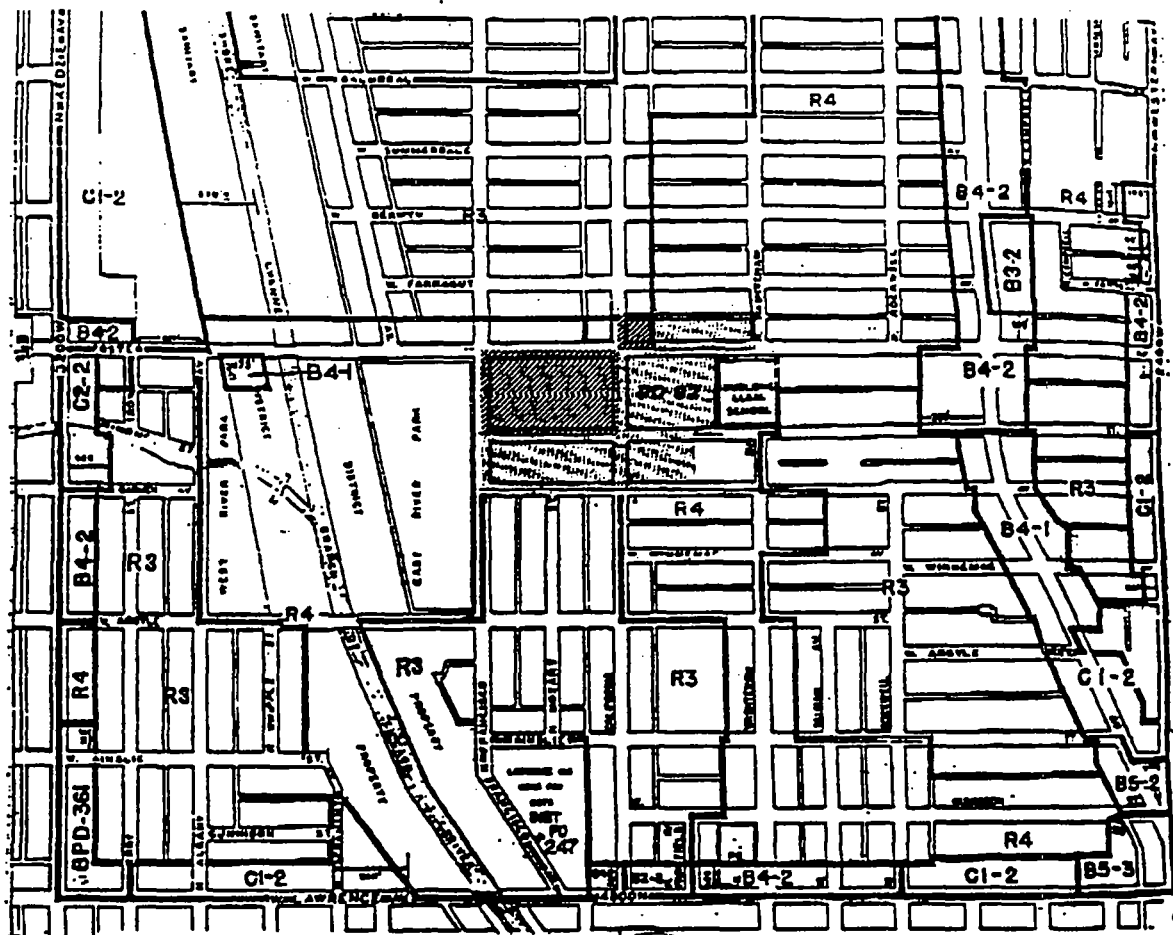
Maximum Number of Off-Street Parking Spaces: 825

Minimum Number of Off-Street Parking Spaces: 790

Minimum Setbacks: In accordance with site plan

Maximum Building Height: Medical Office Building: 65.0 feet
Health and Fitness Center: 48.0 feet

EXISTING ZONING AND STREET SYSTEM MAP.



**PROPOSED ADDITIONAL PARCELS TO BE INCLUDED
IN PLANNED DEVELOPMENT NO. 92 AS AMENDED**

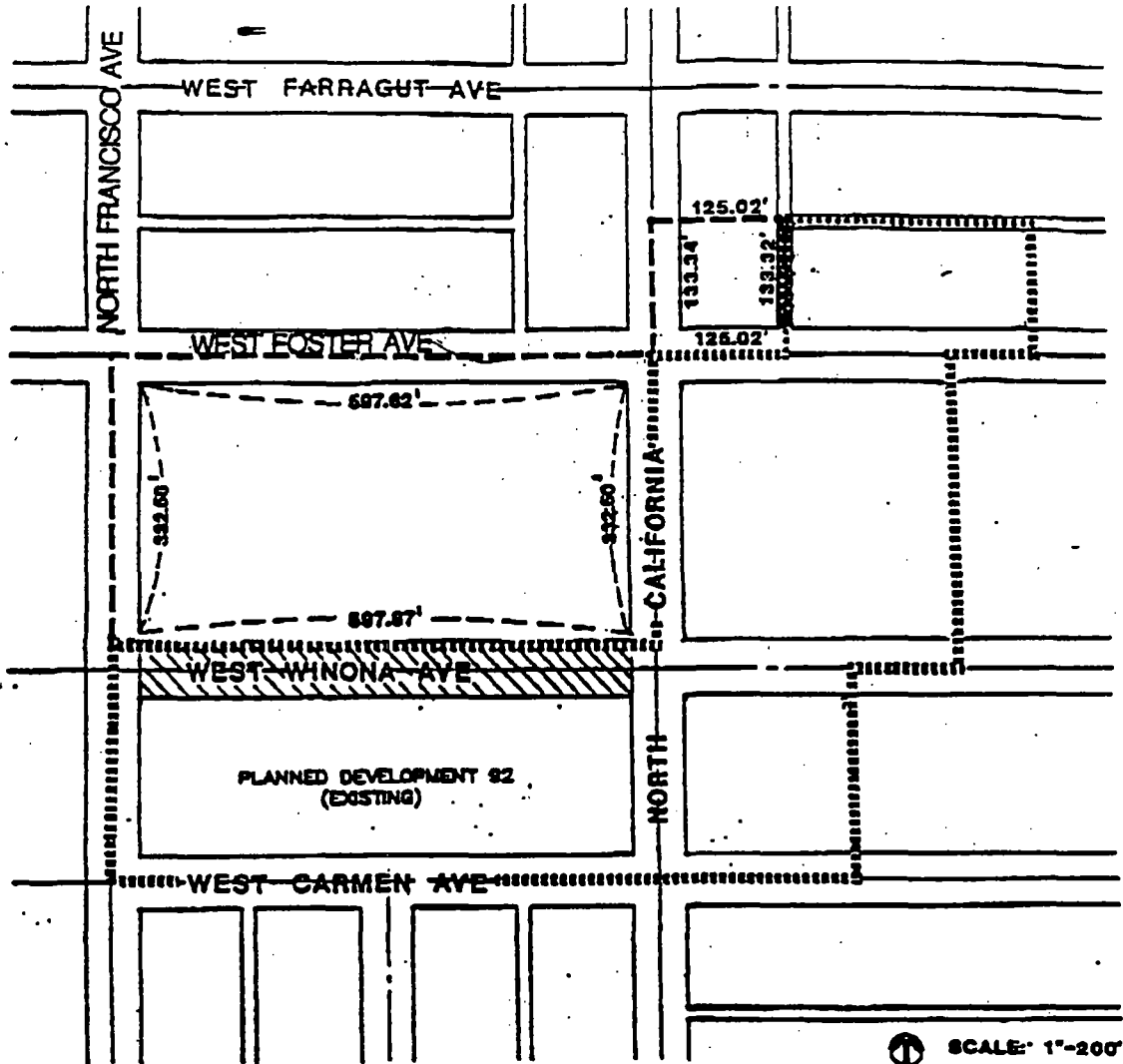


EXISTING PLANNED DEVELOPMENT NO. 92



ZONING DISTRICTS

PROPERTY LINE AND RIGHT-OF-WAY
ADJUSTMENTS MAP



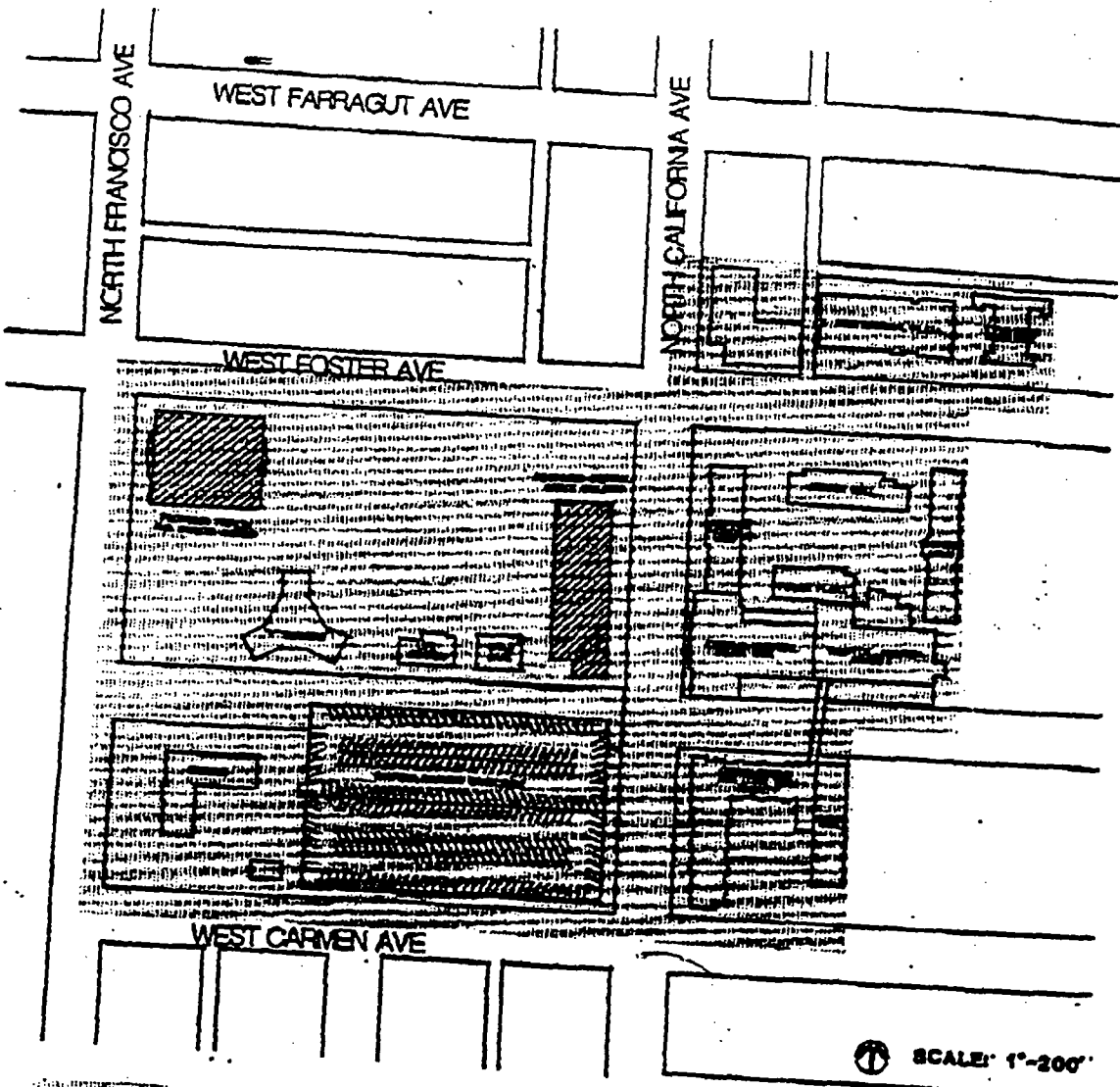
- PROPOSED ADDITIONAL PARCELS TO BE INCLUDED
IN PLANNED DEVELOPMENT 92 AS AMENDED
- EXISTING PLANNED DEVELOPMENT NO. 92 BOUNDARY
- ▨ VACATED STREET
- ▩ VACATED ALLEY

6/27/90

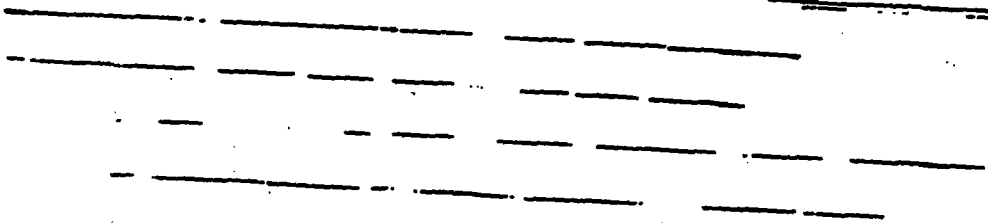
UNFINISHED BUSINESS

17993

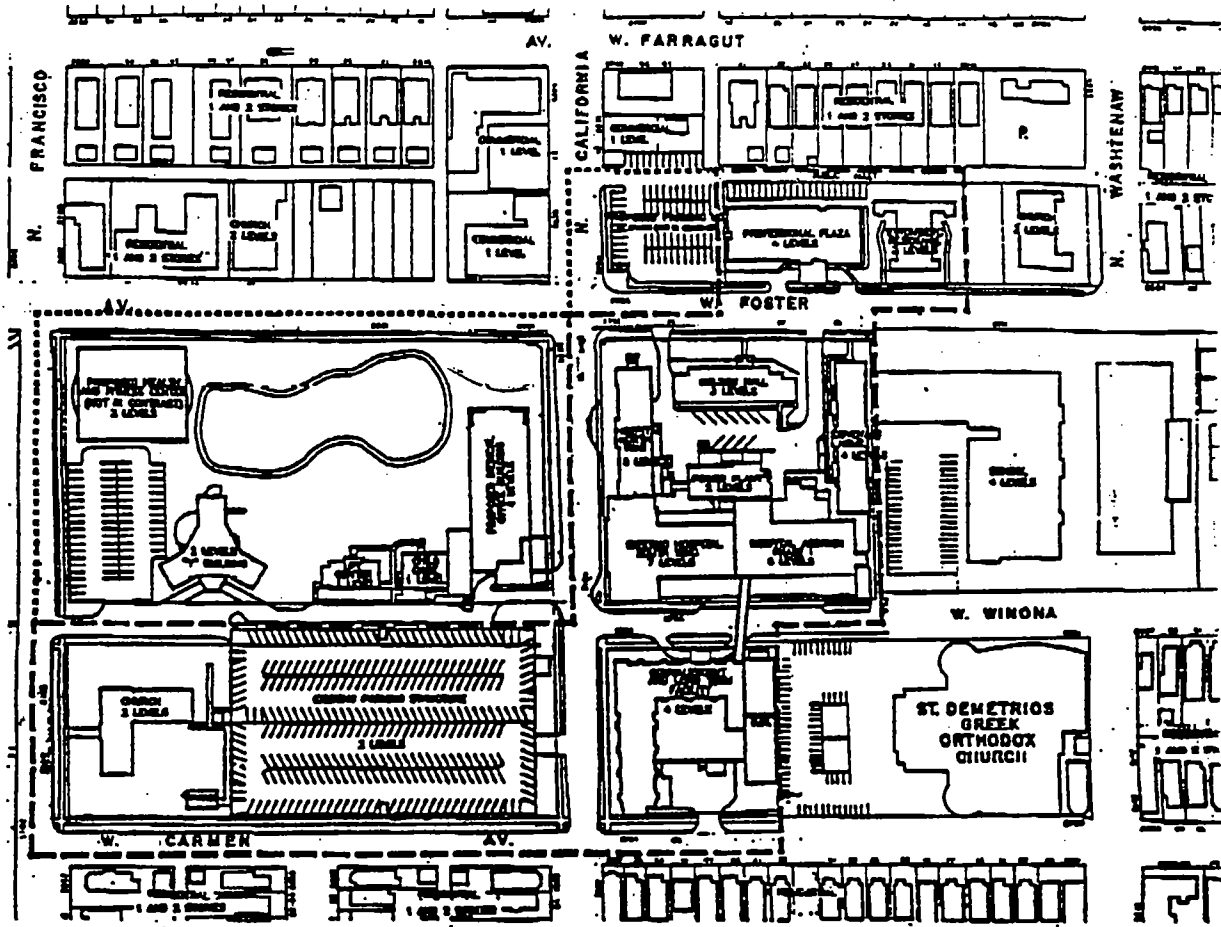
GENERALIZED LAND USE PLAN



LAND USE - AS INDICATED ON STATEMENT NO. 6 ON PAGE 4



EXISTING LAND-USE AREA MAP.



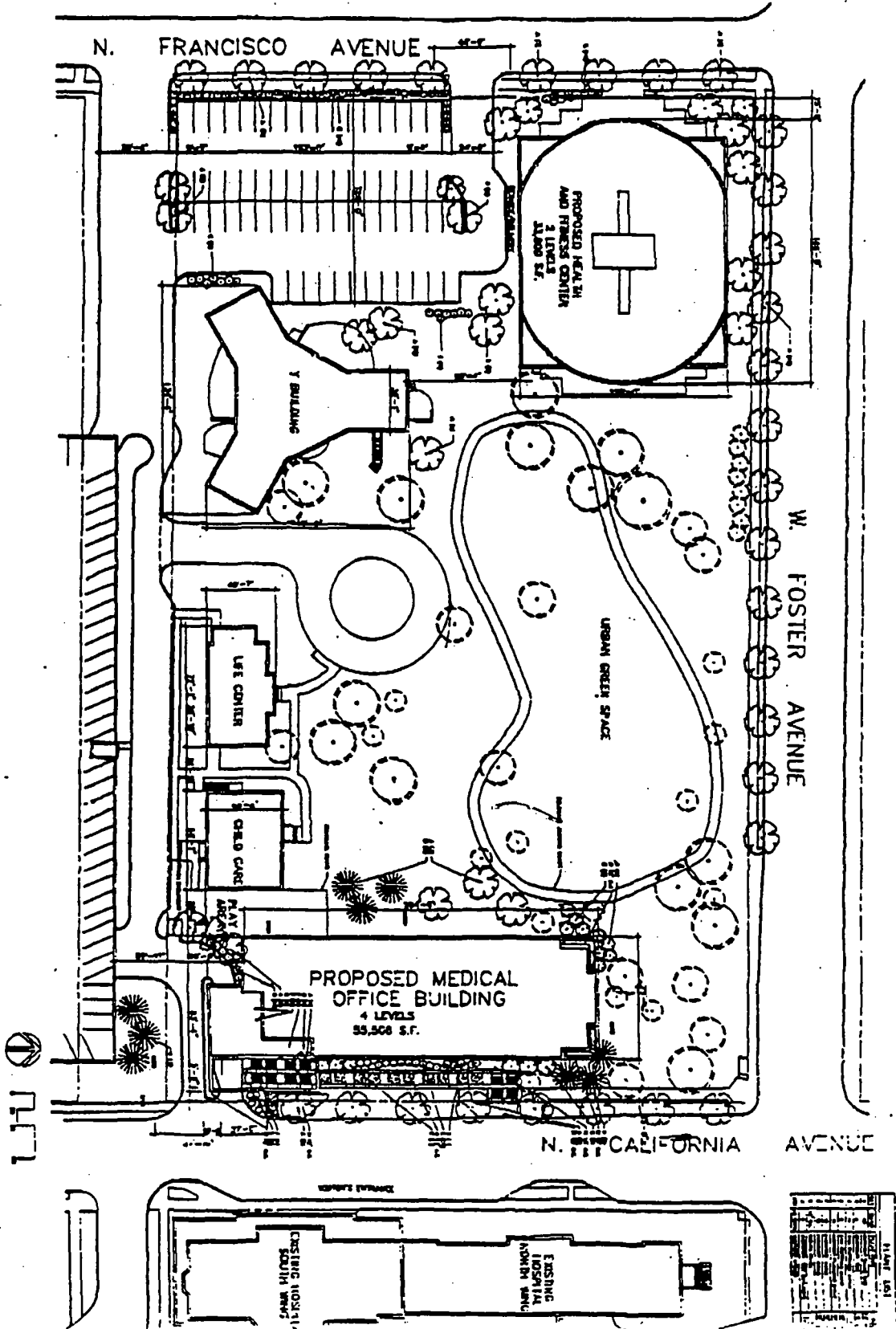
SCALE: 1"=20'

----- EXISTING PLANNED DEVELOPMENT NO. 92 BOUNDARY
 PROPOSED ADDITIONAL PARCEL TO BE INCLUDED
 IN PLANNED DEVELOPMENT 92 AS AMENDED

SITE PLAN/LANDSCAPING PLAN.

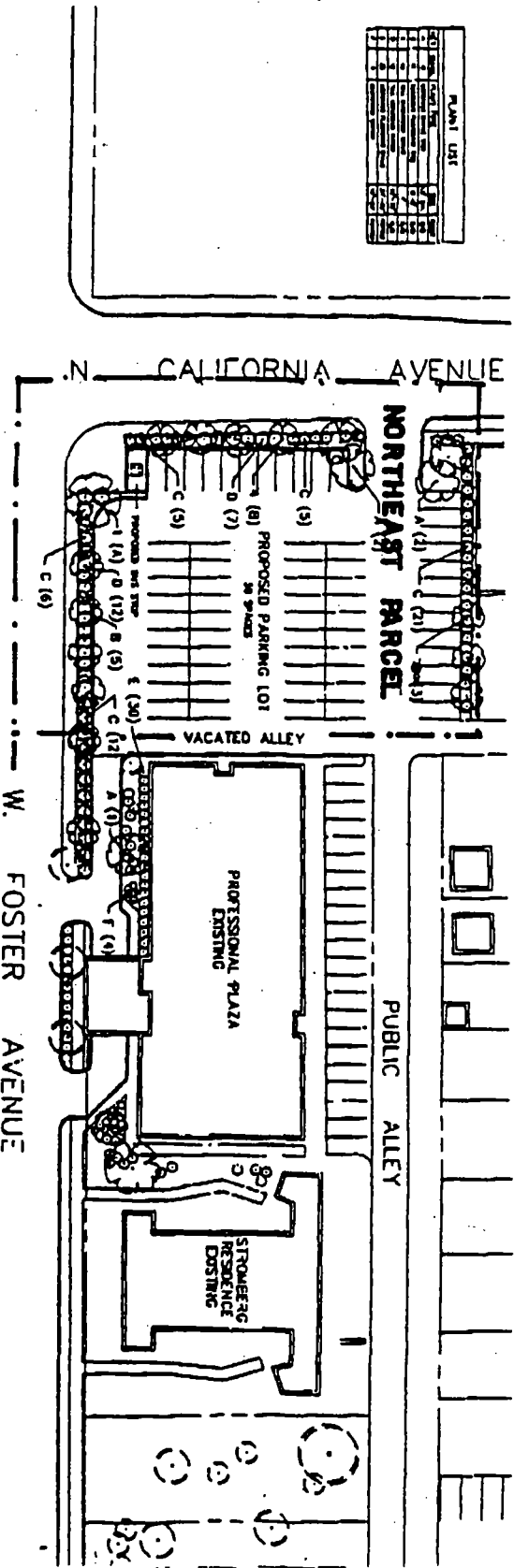
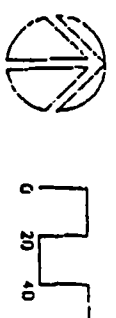
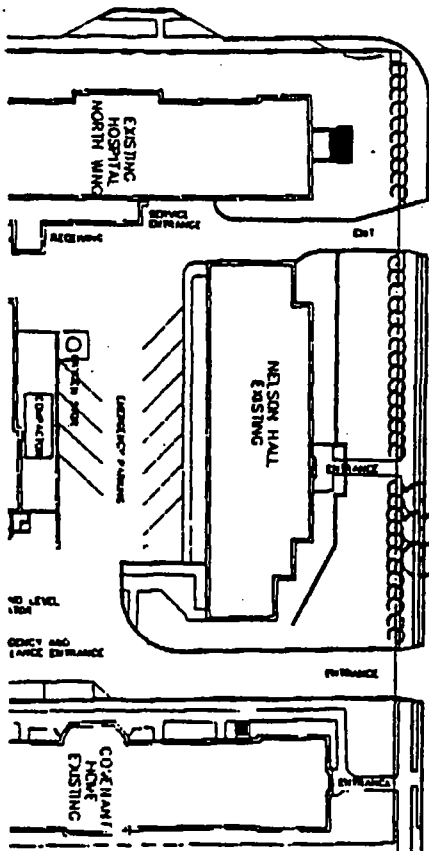
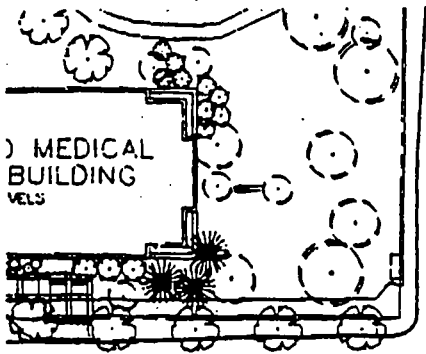
SITE PLAN/LANDSCAPING PLAN

MEDICAL OFFICE BUILDING / HEALTH AND FITNESS CENTER



LANDSCAPE PLAN OF NORTHEAST PARCEL

LANDSCAPE PLAN OF NORTHEAST PARCEL

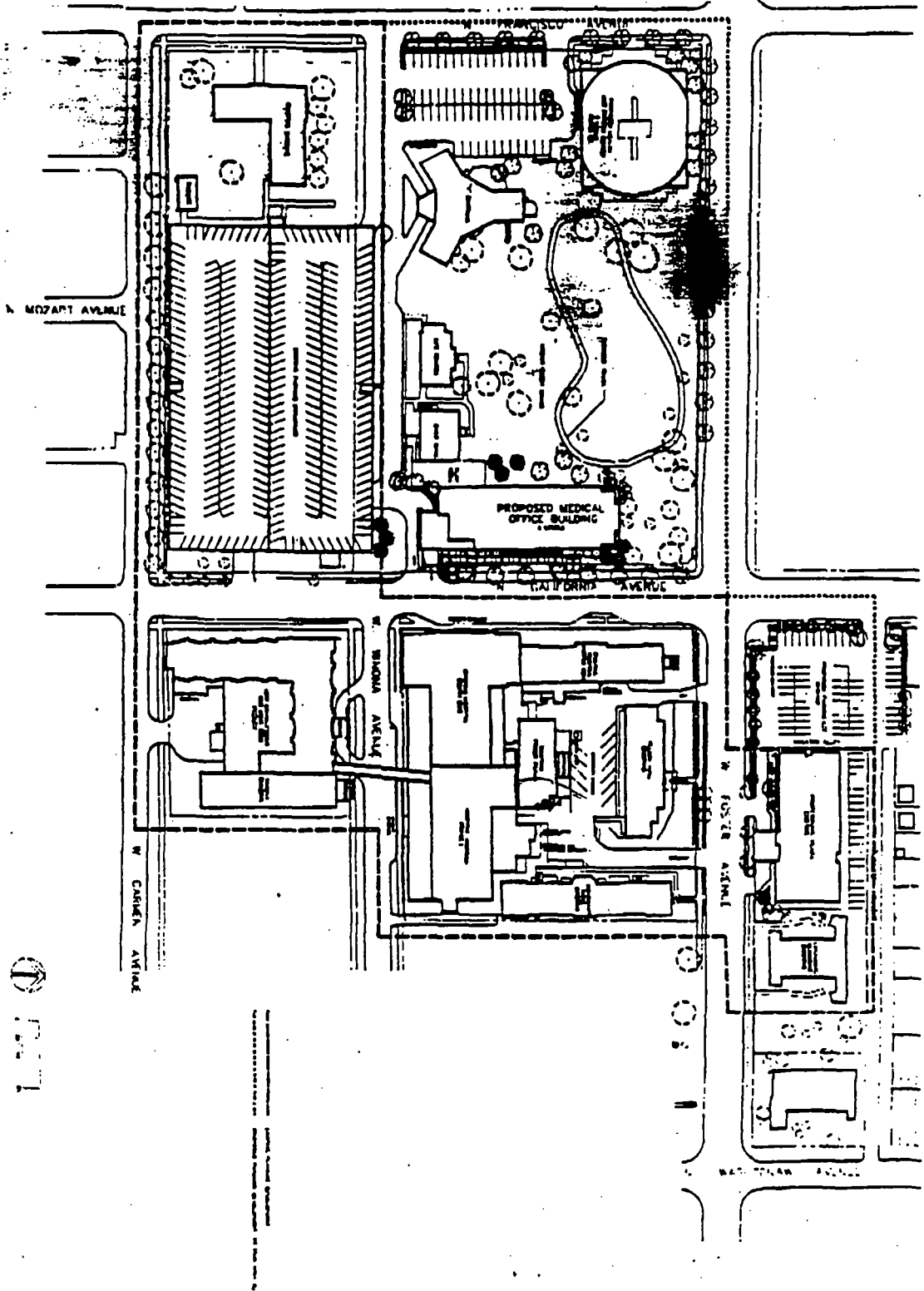


PLANT LIST

NO.	SYMBOL	PLANT NAME	QUANTITY
1	(1)
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4	(4)
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7	(7)
8	(8)
9	(9)
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28	(28)
29	(29)
30	(30)

CAMPUS DEVELOPMENT PLAN.

CAMPUS DEVELOPMENT PLAN



MEDICAL OFFICE BUILDING
/ HEALTH AND FITNESS CENTER

*Reclassification Of Area Shown On Map Number 15-H.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 15-H in area bounded by:

West Devon Avenue; a line 274 feet east of North Hoyne Avenue; a line 109.01 feet south of West Devon Avenue; and North Hoyne Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-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 Business Planned Development No. 74 symbols and indications as shown on Map No. 16-G in area bounded by:

a line 25 feet south of the alley next south of and parallel to West 63rd Street; South Peoria Street; a line 105.65 feet north of West 64th Street; the alley next east of and parallel to South Sangamon Street; the alley next north of and parallel to West 64th Street; and South Sangamon Street,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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:

*Residential Planned Development No. _____
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as Residential Planned Development No. _____, consists of approximately 74,523.70 square feet (or 1.72 acres) of real property. Title to the property is held by the City of Chicago and will be conveyed to Englewood Area Housing, Incorporated ("Applicant") subject to an agreement for the sale and redevelopment of land ("Redevelopment Agreement") to be entered into between the City of Chicago and Applicant. The Applicant has been authorized by the Department of Urban Renewal pursuant to letters dated December 14, 1989 and March 23, 1990, from the Deputy Commissioner of the Department of Housing, to proceed with the rezoning of the property subject to the limitations set forth below in Statement No. 14.
2. This Plan of Development consists of these statements and the following component elements: map of zoning, boundary and property line map, development drawings and site plan (the "Site Plan") and landscape plan (the "Landscape Plan") prepared by Triad Consortium, Ltd., dated April 6, 1990 and filed with the Department of Planning, generalized land use plan and Table of Planned Development Use and Bulk Regulations, all of which are applicable to the area delineated herein.
3. The use of the land will consist of two newly constructed buildings:
 - (i) Phase I -- one multi-story, masonry, 60-unit rental structure for low income persons aged 62 or older, with twenty (20) off-street parking spaces (eighteen [18] non-handicapped and two [2] handicapped), one off-street loading berth, recreational, community, and open areas as authorized by this Plan of Development; and

- (ii) Phase II -- one multi-story, masonry, 40-unit rental structure for low income physically handicapped adults, with seventeen (17) off-street parking spaces (twelve [12] handicapped and five [5] non-handicapped) one off-street loading berth, recreational, community, and open areas as authorized by this Plan of Development.
4. All applicable governmental reviews, approvals, or permits are required to be obtained by the Applicant or its successors, assigns, or grantees.
 5. Any dedication or vacation of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Applicant, its successors or assigns.
 6. Off-street parking and loading facilities will be provided in compliance with this Plan of Development, as authorized by the Chicago Zoning Ordinance and as determined by the Department of Planning.
 7. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
 8. Identification signs may be permitted with the approval of the Commissioner of Planning and the Commissioner of Inspectional Services.
 9. The proposed structures shall not exceed any federal or local height restrictions.
 10. The property subject to this Planned Development shall be used and developed in substantial conformance with the Site Plan.
 11. The property subject to this Planned Development shall be landscaped in substantial conformance with the Landscape Plan. The landscaping shall be maintained at all times in accordance with the Landscaping Plan. Mature trees shall be installed in the public way adjacent to the property to the maximum extent in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic subject to the approval of the Department of Planning.

12. Unless substantial construction upon Phase I has commenced within ten (10) years following adoption of this Planned Development, 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 the pre-existing zoning classifications, i.e. Planned Development No. 74 as to part, and R4 Zoning District as to part.
13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.
14. This Planned Development is conditioned upon the execution of a Redevelopment Agreement by and between the Applicant and the City of Chicago and upon the subsequent conveyance by the City of Chicago to the Applicant of the subject property. In the event that the Redevelopment Agreement is not executed and title to the subject property of the Planned Development is not conveyed by the City of Chicago to the Applicant within one (1) year of the effective date of the adoption of this Residential Planned Development by the City Council, this Residential Planned Development shall be null and void and the zoning classifications of the property shall revert to the zoning classifications existing prior to the adoption of this Residential Planned Development; provided, however, that if the execution of the Redevelopment Agreement and the subsequent conveyance of the property by the City of Chicago to the Applicant does not occur within said one (1) year period through no fault of the Applicant, the one (1) year limitation set forth in this Statement 14 shall be extended for one additional year and this Residential Planned Development shall remain in effect for that additional period.

[Existing Zoning and Preferential Street System Map, Property Line Map and Right-of-Way Adjustments Map, Site Plan, Landscape Plan and Generalized Land Use Plan attached to this Plan of Development printed on pages 18003 through 18007 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Residential Planned Development No. _____

*Planned Development Use And Bulk Regulations And Data.
(As Amended)*

Net Site Area		General Description Of Land Use	Number Of Dwelling Units	Maximum Floor Area Ratio
Square Feet	Acres			
42,476.73	0.98	Phase I	60	1.3
<u>32,046.97</u>	<u>0.74</u>	Phase II	<u>40</u>	<u>1.3</u>
74,523.70	1.72		100	1.3

2.27 Acres Gross Site Area = 1.72 Acres Net Site + 0.55 Acres Public Streets and Alleys Area.

Maximum Permitted F.A.R. for Total Net Site Area: 1.3

Minimum Number of Off-Street Parking Spaces: 20 spaces in Phase I
17 spaces in Phase II

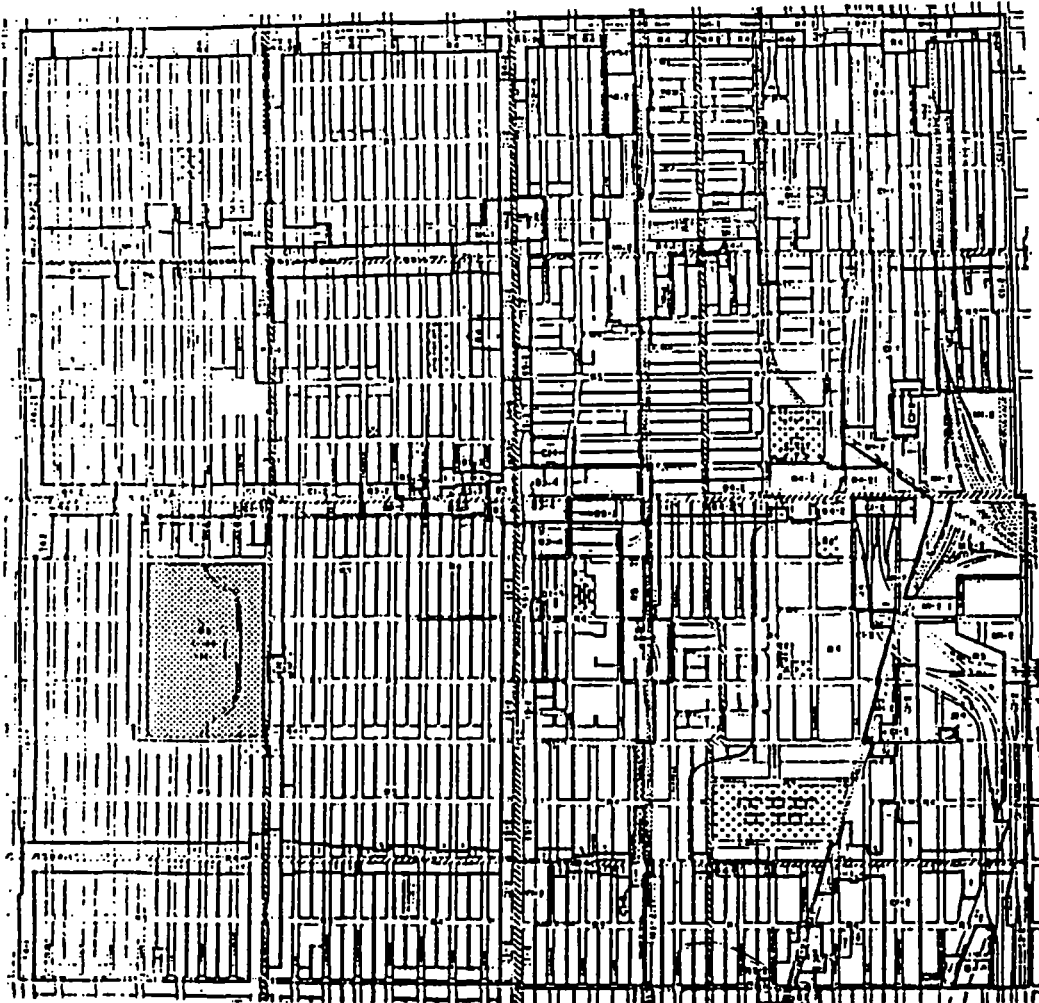
Minimum Number of Off-Street Loading Spaces: 1 space in Phase I
1 space in Phase II






Maximum Height of Structures: 70 feet in Phase I
62 feet in Phase II

Minimum Distances Between Buildings: 43.0 feet

Minimum Ground Level Set-Backs in Accordance with Site Plan: _____

BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STRET SYSTEM.



-  BUSINESS PLANNED DEVELOPMENT
-  ZONING BOUNDARY
-  PARKS, PLAYGROUND
-  PARKS AND OTHER PUBLIC FACILITIES
-  PREFERENTIAL STREETS

- RESIDENTIAL DISTRICTS**
- 1 100-100-1 RESIDENTIAL DISTRICT
 - 1 100-100-2 RESIDENTIAL DISTRICT
 - 1 100-100-3 RESIDENTIAL DISTRICT
 - 1 100-100-4 RESIDENTIAL DISTRICT
 - 1 100-100-5 RESIDENTIAL DISTRICT
 - 1 100-100-6 RESIDENTIAL DISTRICT
 - 1 100-100-7 RESIDENTIAL DISTRICT
 - 1 100-100-8 RESIDENTIAL DISTRICT
 - 1 100-100-9 RESIDENTIAL DISTRICT
 - 1 100-100-10 RESIDENTIAL DISTRICT

- COMMERCIAL DISTRICTS**
- 1 100-100-11 COMMERCIAL DISTRICT
 - 1 100-100-12 COMMERCIAL DISTRICT
 - 1 100-100-13 COMMERCIAL DISTRICT
 - 1 100-100-14 COMMERCIAL DISTRICT
 - 1 100-100-15 COMMERCIAL DISTRICT
 - 1 100-100-16 COMMERCIAL DISTRICT
 - 1 100-100-17 COMMERCIAL DISTRICT
 - 1 100-100-18 COMMERCIAL DISTRICT
 - 1 100-100-19 COMMERCIAL DISTRICT
 - 1 100-100-20 COMMERCIAL DISTRICT

- SPECIAL DISTRICTS**
- 1 100-100-21 SPECIAL DISTRICT
 - 1 100-100-22 SPECIAL DISTRICT
 - 1 100-100-23 SPECIAL DISTRICT
 - 1 100-100-24 SPECIAL DISTRICT
 - 1 100-100-25 SPECIAL DISTRICT
 - 1 100-100-26 SPECIAL DISTRICT
 - 1 100-100-27 SPECIAL DISTRICT
 - 1 100-100-28 SPECIAL DISTRICT
 - 1 100-100-29 SPECIAL DISTRICT
 - 1 100-100-30 SPECIAL DISTRICT

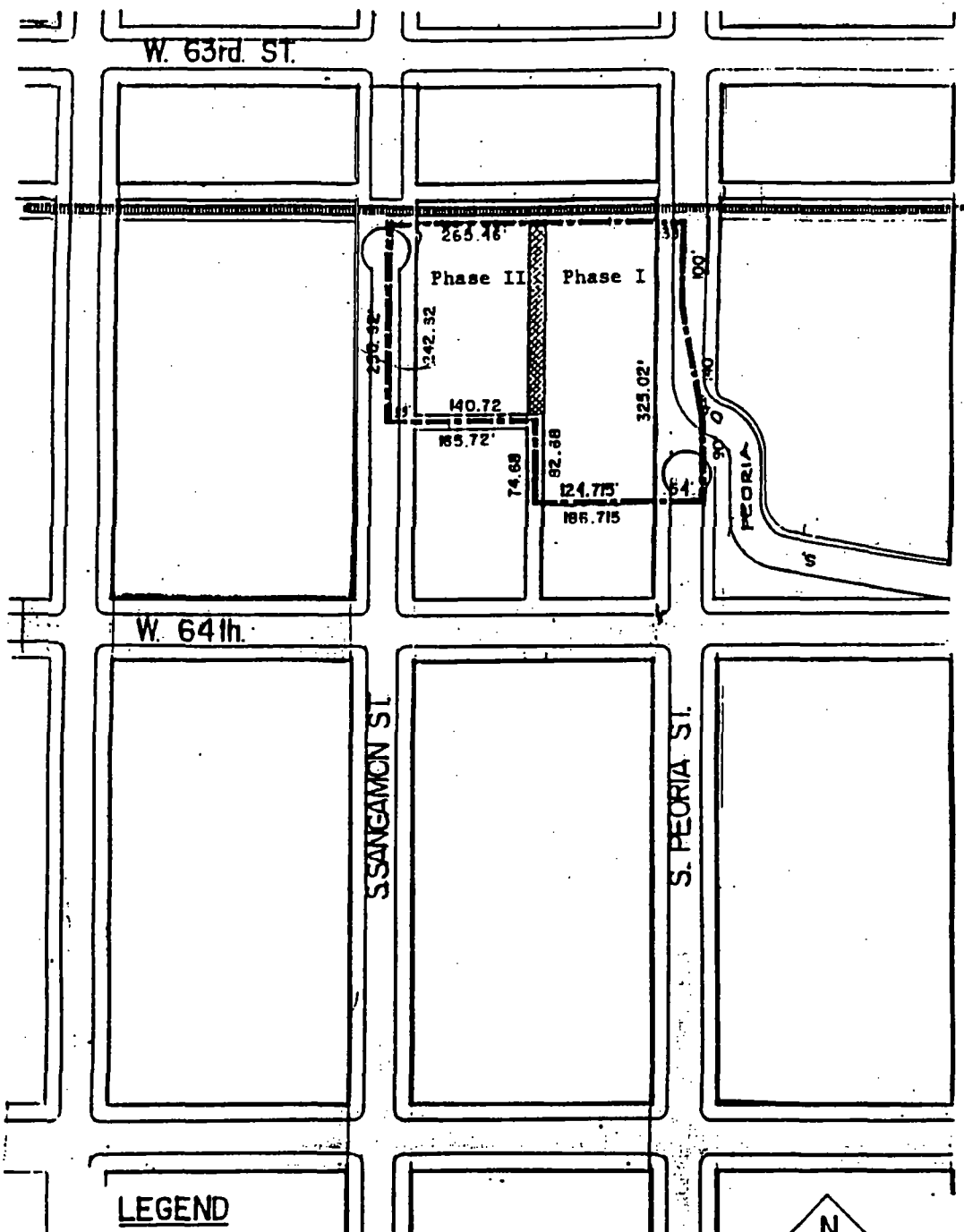
- 1 100-100-31 SPECIAL DISTRICT, DISTRICT 1, DISTRICT 2
- 1 100-100-32 SPECIAL DISTRICT, DISTRICT 1, DISTRICT 2
- 1 100-100-33 SPECIAL DISTRICT, DISTRICT 1, DISTRICT 2
- 1 100-100-34 SPECIAL DISTRICT, DISTRICT 1, DISTRICT 2

APPENDIX Englewood Area Housing




DATE: December 28, 1989

Revised 4/6/90

RESIDENTIAL PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS.



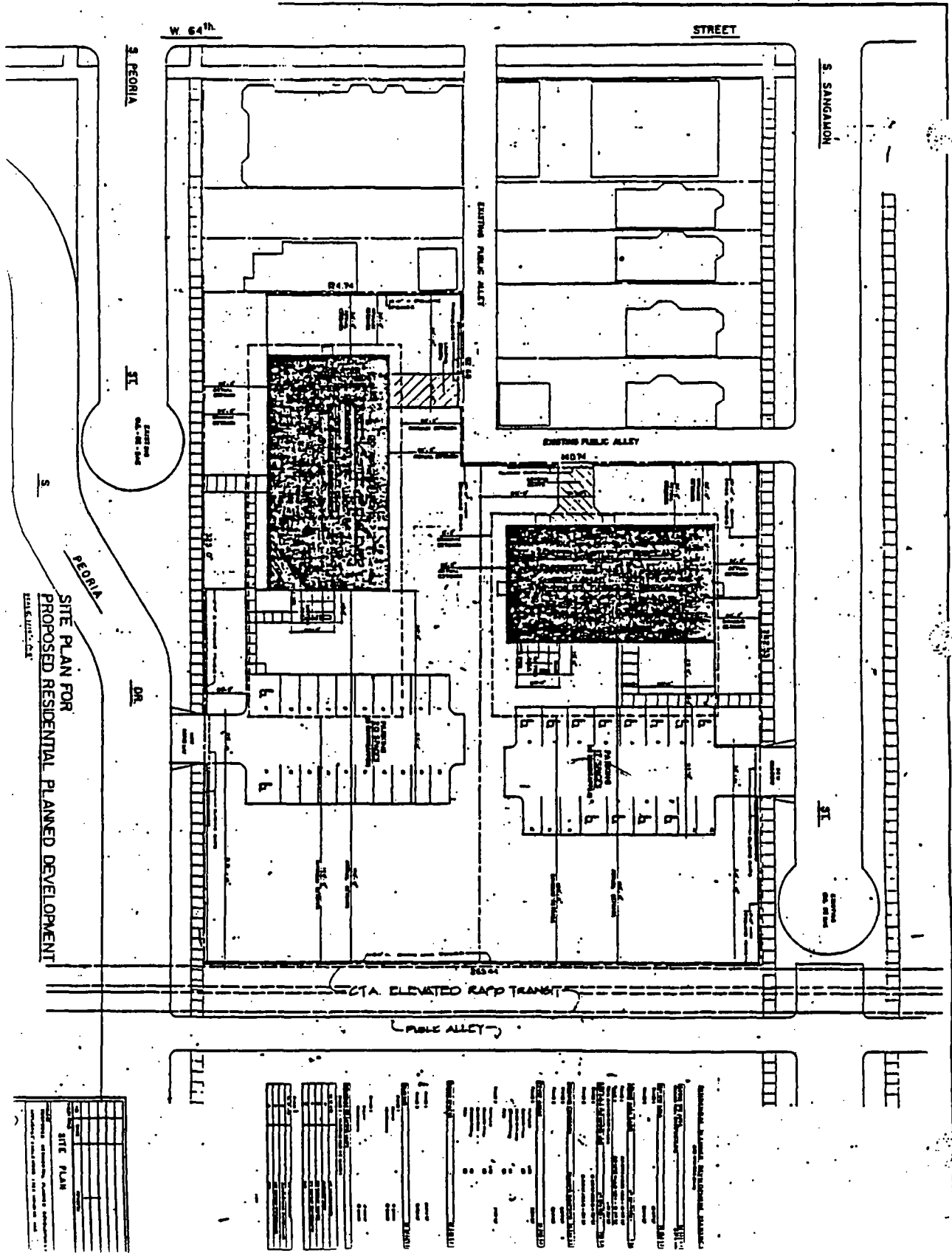
LEGEND

-  ALLEYS TO BE VACATED
-  PLANNED DEVELOPMENT BOUNDARY
-  CTA. ELEVATED RAPID TRANSIT

APPLICANT: ENGLEWOOD AREA HOUSING INC.
DATE: NOVEMBER, 1989



SITE PLAN.

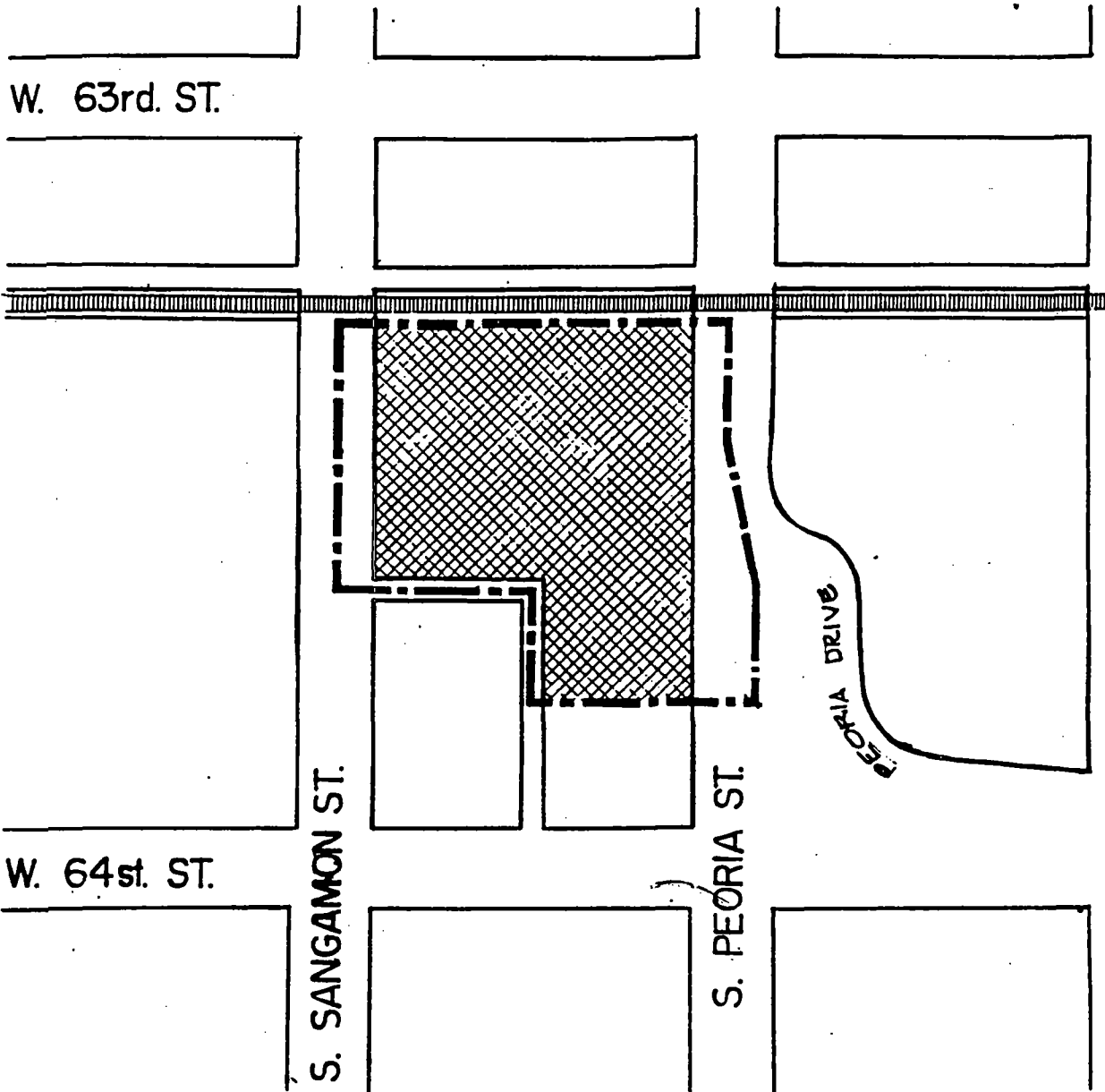


SITE PLAN FOR
 PROPOSED RESIDENTIAL PLANNED DEVELOPMENT
 18005 SANGAMON ST.




SITE PLAN	
DATE	6/27/90
PROJECT	UNFINISHED BUSINESS
OWNER	
DESIGNER	
SCALE	
BY	
CHECKED BY	
APPROVED BY	

GENERAL NOTES	1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PEORIA ZONING ORDINANCES AND SUBORDINATING ORDINANCES.
GENERAL NOTES	2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PEORIA.
GENERAL NOTES	3. THE SITE PLAN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY.
GENERAL NOTES	4. THE DESIGNER HAS ASSUMED THAT ALL UTILITIES ARE SHOWN ON THE ATTACHED UTILITY MAPS.
GENERAL NOTES	5. THE DESIGNER HAS ASSUMED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE ATTACHED UTILITY MAPS.
GENERAL NOTES	6. THE DESIGNER HAS ASSUMED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE ATTACHED UTILITY MAPS.
GENERAL NOTES	7. THE DESIGNER HAS ASSUMED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE ATTACHED UTILITY MAPS.
GENERAL NOTES	8. THE DESIGNER HAS ASSUMED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE ATTACHED UTILITY MAPS.
GENERAL NOTES	9. THE DESIGNER HAS ASSUMED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE ATTACHED UTILITY MAPS.
GENERAL NOTES	10. THE DESIGNER HAS ASSUMED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE ATTACHED UTILITY MAPS.

RESIDENTIAL PLANNED DEVELOPMENT
GENERALIZED LAND USE.

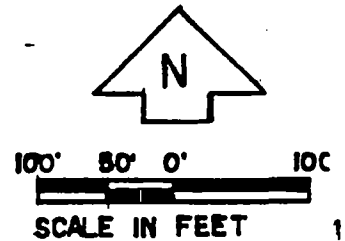


LEGEND

-  PLANNED DEVELOPMENT BOUNDRY
-  RESIDENTIAL USES, ACCESSORY USES & ANY USE IDENTIFIED IN STATEMENT NUMBER 3.
-  C.T.A. ELEVATED RAPID TRANSIT

APPLICANT: ENGLEWOOD AREA HOUSING, INC.
DATE: NOVEMBER, 1989

REVISED: MAY 10, 1990



Reclassification Of Area Shown On Map Number 20-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Commercial Planned Development No. 425 symbols and indications as shown on Map No. 20-F in the area bounded by:

a line 647.88 feet north of the intersection of West 87th Street and South Lafayette Avenue as measured along the west line of South Lafayette Avenue; a line 503.51 feet west of South Lafayette Avenue; a line 596.16 feet north of West 87th Street; South Lafayette Avenue; West 87th Street; and a line 953.57 feet west of South Lafayette Avenue (as measured perpendicularly from South Lafayette Avenue)

to the designation of Business Planned Development No. 425, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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:

*Business Planned Development Number 425
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as Business Planned Development No. 425, as amended, is owned or controlled by the applicant, First National Realty Development Corporation. Title to the subject property is held by American National Bank and Trust Company of Chicago as Trustee, under Trust Agreement dated June 27, 1986 and known as Trust No. 67592.

2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees, or grantees.
3. The following uses shall be permitted within the area delineated herein as "Business Planned Development No. 425, as amended": general merchandise uses, retail drug stores, food stores, restaurants, department stores, indoor and outdoor automobile sales and display, offices, technical schools, service type business uses, parking and related uses, as permitted under the B5 General Service District (all exclusive of any principal activity of outdoor storage and auto service station uses).
4. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development, subject to review of the Department of Public Works and the approval of the Department of Planning. A minimum of two percent of all parking spaces shall be designated for parking for the handicapped.
5. All outdoor parking areas within the area delineated "Business Planned Development No. 425, as amended" shall be suitably landscaped.
6. Any dedication or vacation of streets and alleys, or easements, or adjustment of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees.
7. Any service drives or any other ingress or egress must 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, if required shall be adequately designed and paved in compliance with the Municipal Code of Chicago, and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
8. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to, or concurrently with any one or more principal buildings, subject to the approval of the Department of Planning.
9. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to the aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.32.
10. Business and identification signs may be permitted within the area delineated herein as "Business Planned Development No. 425, as amended", subject to the review and approval of the Department of Inspectional Services and the Department of Planning. One illuminated business and identification sign shall be permitted at or near the 87th Street entrance to the Business Planned Development.

11. Height restriction of any building or any appurtenance thereto, shall be subject to:
 - a) Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and the Department of Law, and approved by the City Council.
12. The property subject to this Planned Development shall be used and developed pursuant to and consistent with the site plan and elevation drawings dated January 15, 1990, prepared by Lawrence Design Collaborative Limited, which are on file with the Department of Planning.
13. The property subject to this Planned Development shall be landscaped in general conformity with the site plan and elevation drawings prepared by Lawrence Design Collaborative Limited, dated January 15, 1990, which are on file with the Department of Planning. The landscaping shall be maintained at all times in accordance with the landscaping plan. Mature trees shall be installed in the public way adjacent to the property to the maximum extent in accordance with the standards of the Department of Streets and Sanitation Bureau of Forestry, and the Department of Public Works Bureau of Street Traffic subject to the approval of the Department of Planning.
14. The information on the tables and maps attached hereto, sets forth data concerning the generalized land use plan of the area delineated herein as "Business Planned Development No. 425, as amended" and stipulates the land use and development controls applicable to the site. Attached hereto and incorporated herein by reference are:
 - a) Property line map and right-of-way adjustments;
 - b) Existing zoning and preferential street system map;
 - c) Generalized land use plan; and
 - d) Use and bulk regulations and data chart.
15. The Plan of Development herein shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

[Property Line and Right-of-Way Adjustment Map, Existing Zoning and Preferential Street System Map and Generalized Land Use Plan attached to this Plan of Development printed on pages 18013 through 18015 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Business Planned Development No. 425
(As Amended)*

Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percentage Of Site Coverage
<u>Square Feet</u> Acres			
<u>594,594</u> 13.65	General merchandise uses, retail drug stores, food stores, restaurants, department stores, indoor and outdoor automobile sales and display, offices, technical schools, service type business uses, parking and related uses, as permitted under the B5 General Service District (all exclusive of any principal activity of outdoor storage and auto service station uses).	0.32	0.32

Minimum Off-Street Loading Spaces: As required in the B5 General Service District

Minimum Off-Street Parking Spaces: 660

A minimum of two percent of all parking spaces shall be devoted to parking for the handicapped.

Minimum Required Setbacks: 5 feet along South Lafayette Avenue
20 feet along West 87th Street

Reclassification Of Area Shown On Map Number 28-H.

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

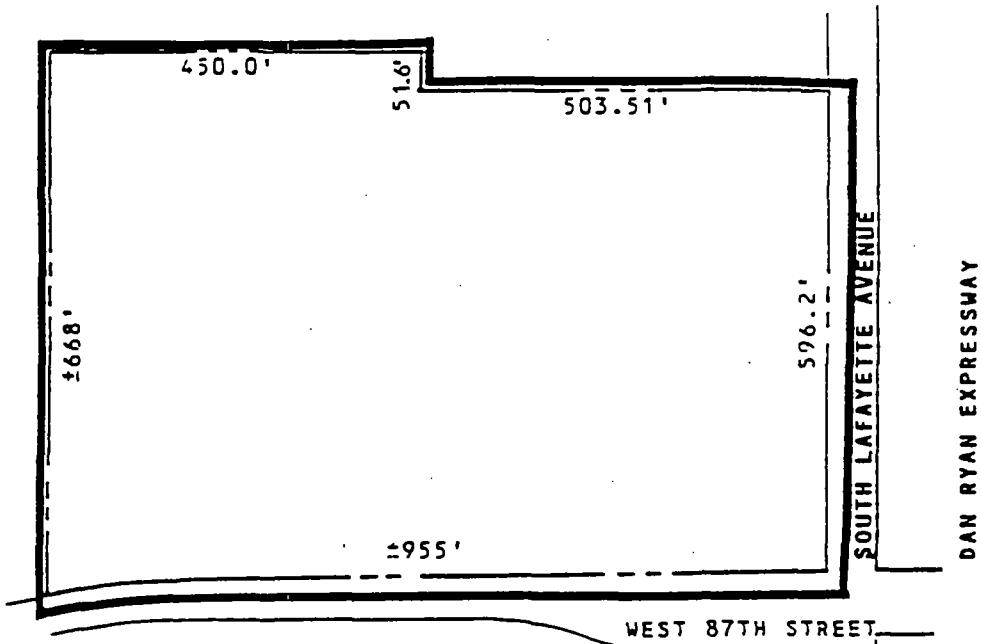
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 28-H in area bounded by:

West Monterey Avenue; South Vincennes Avenue; a line 266.14 feet southwest of and parallel to West Monterey Avenue; the alley next northwest of and parallel to South Vincennes Avenue; the alley next southwest of and parallel to West Monterey Avenue; and South Church Street,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

**BUSINESS PLANNED DEVELOPMENT NO. 425, AS AMENDED
PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENT MAP.**



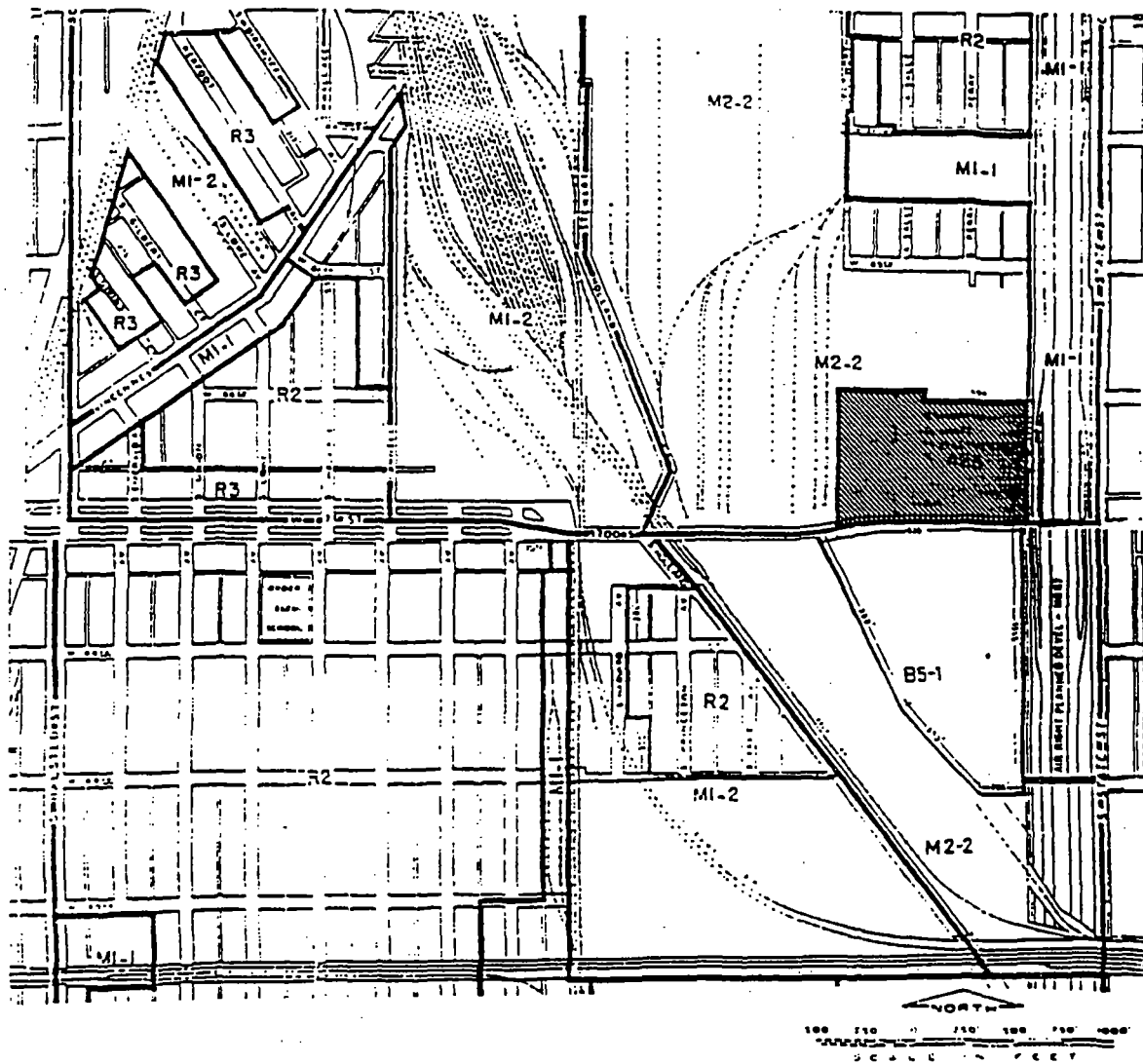
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- 51' —** DIMENSIONED PROPERTY LINE (Simplified from survey)

NOTE: NO RIGHT-OF-WAY ADJUSTMENTS PROPOSED

APPLICANT: First National Realty Development Corporation
 ADDRESS: 30 West 87th Street, Chicago, Illinois
 DATE:

**BUSINESS PLANNED DEVELOPMENT, NO. 425, AS AMENDED
ZONING MAP.**



LEGEND



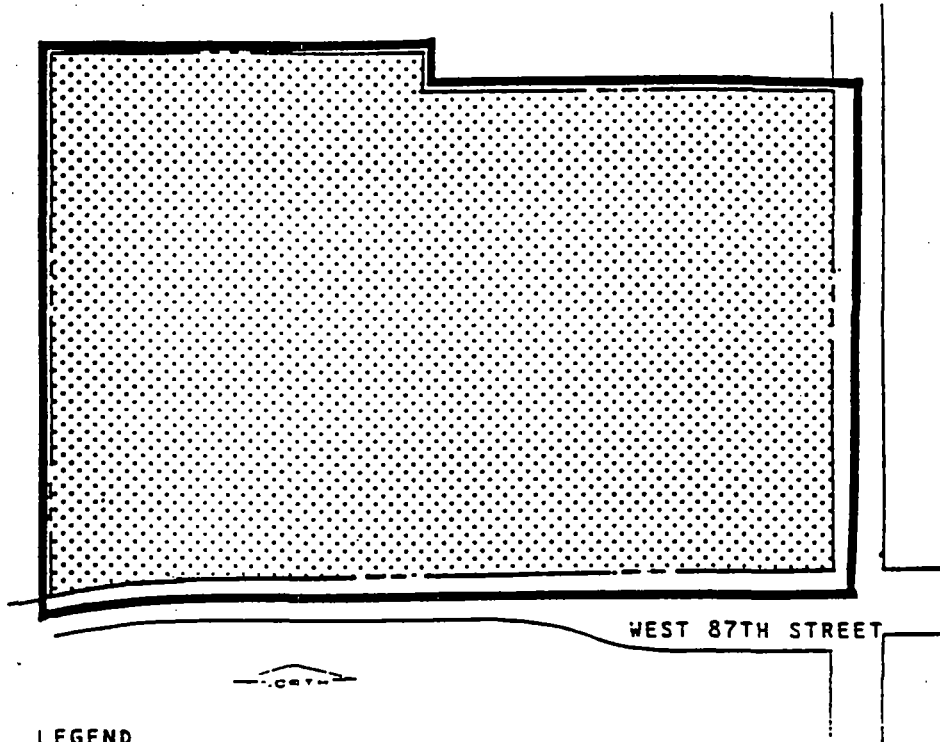
SUBJECT PROPERTY

APPLICANT: First National Realty Development Corporation

ADDRESS: 30 West 37th Street, Chicago, Illinois

DATE:

**BUSINESS PLANNED DEVELOPMENT NO. 425, AS AMENDED
GENERALIZED LAND USE PLAN.**



LEGEND

- PLANNED DEVELOPMENT BOUNDARY**
- PERMITTED USES:** general merchandise uses, retail drug stores, food stores, restaurants, department stores, indoor and outdoor automobile sales and display, offices, technical schools, service type business uses, parking and related uses, as permitted under the B5 General Service District (all exclusive of any principal activity of outdoor storage and auto service station uses).

APPLICANT: First National Realty Development Corporation

ADDRESS: 30 West 87th Street, Chicago, Illinois

DATE:

Failed To Pass -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

(Adverse Committee Recommendation)

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 June 7, 1990, pages 16879 through 16881, recommending that the City Council do not pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 41.

Nays -- None.

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

Said ordinances, which failed to pass, read as follows (the italic heading in each case not being a part of the ordinance):

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 B4-1 Restricted Service District symbols and indications as shown on Map No. 12-L in area bounded by:

West 51st Street; South Cicero Avenue; a line 100 feet south of West 51st Street; and the alley next west of and parallel to 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-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 14-F in area bounded by:

a line 774.43 feet north of and parallel to West 63rd Street; South State Street; West 63rd Street; and a northwesterly line beginning at a point 1.03 feet west of the west line of South State Street, to a point 108.97 feet west of the west line of South State Street and 774.43 feet north of West 63rd Street,

to those of an M2-1 General Manufacturing District and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

Re-Referred-- REQUEST FOR CITY TO CEASE BUSINESS ASSOCIATIONS
OR CONTRACTS WITH INDIVIDUALS OR ENTITIES
BASED IN REPUBLIC OF SOUTH AFRICA.

Alderman Shaw moved to *Discharge* the Committee on Committees, Rules and Ethics from further consideration of a proposed ordinance referred to the committee on February 7, 1990 which requests the City to cease all current or future business associations or contracts with individuals or entities based in the Republic of South Africa. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Madrzyk, Carter, Streeter, Troutman, J. Evans, Garcia, Henry, Soliz, E. Smith, Davis, Figueroa, Austin, Giles, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Orr -- 27.

Nays -- Aldermen Huels, Fary, Burke, Kellam, Krystyniak, Gutierrez, Gabinski, Kotlarz, Banks, Cullerton, Laurino, Levar, Stone -- 13.

Aldermen Shiller, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Carter, Langford, Streeter, Sheahan, Troutman, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Figueroa, Austin, Giles, Eisendrath, and Orr, presented a proposed substitute ordinance which reads as follows:

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

SECTION I. Section 7-34 of the Municipal Code of Chicago is amended by deleting paragraph 7-34.2 in its entirety and replacing it with the following:

7-34.2(a) Definitions.

1. *The "Republic of South Africa" shall mean any public or quasi- public entity operating within the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a controlling interest or operational responsibilities, and including Bantustans or so-called "independent" Homelands.*
2. *"South African Company" shall mean any corporation, partnerships or other entity which (i) is established for the purpose of procuring goods or services for the Republic of South Africa, or (ii) is incorporated under the laws of the Republic of South Africa.*
3. *"Does Business In The Republic of South Africa" shall mean (i) the purchase of any goods or services, including without limitation computer hardware, software, or technology, from a South African Company or from the Republic of South Africa; (ii) the provision of any goods or services, including without limitation computer hardware, software, or technology, to a South African Company or to the Republic of South Africa; (iii) the making of any loans to a South African Company or to the Republic of South Africa; (iv) the renewal or renegotiation, at any time since 1984, of any existing loan to a South African Company or to the Republic of South Africa (this shall not include any loan which has either been repaid, sold, or is otherwise no longer outstanding as of the date of the determination of compliance with this Ordinance), (v) the entry into a franchise, supply, training, management, distribution, or licensing agreement with a South African Company or with the Republic of South Africa; or (vi) being controlled by a South African Company. This provision extends to companies in which a controlling interest is held by a person, corporation, or other entity which in turn owns a controlling interest in a South African*

Company or in a company which does business in the Republic of South Africa (sometimes referred to as "affiliates" or "sister subsidiaries").

4. *"Financial Institution" shall mean any federal or state chartered bank or holding or trust company, federal or state savings or building and loan association, thrift institution, any other institution permitted by state or federal law to receive deposits of money and to pay out such money through loans, draft accounts or the sale of financial institution securities, as well as securities brokers or dealers.*
5. *"Loans" shall include any financial transaction whether entered into as a singular institution or as a participant in a lending consortia. Such transactions include, without limitation, purchasing securities, investing in assets, lending monies, making interest-bearing deposits, extending lines of credit, letters of credit, credit enhancements, or any other such transaction that is anticipated to result in a return, directly or indirectly, of assets.*

7-34.2(b) Certain Financial Institutions Disqualified.

No financial institution shall be designated as a Municipal Depository nor shall any financial institution continue to be designated as a Municipal Depository if the financial institution (i) holds any loan made to or secured by the Republic of South Africa or by a South African Company; (ii) holds South African debt which has been converted to exit loans; (iii) maintains a correspondent banking relationship with a South African Company; (iv) has not made a commitment not to rollover existing loans to the Republic of South Africa or a South African Company; or (v) continues to extend credit, including credits for the purposes of trade, to any South African Company.

7-34.2(c) Affidavit Of Compliance Required.

1. *Before a financial institution can be designated as a Municipal Depository, and as a requirement of the continued designation as a Municipal Depository of any financial institution currently so designated, a duly authorized officer of the financial institution must submit to the City Comptroller an affidavit certifying that:*
 - (i) *It does not have any loans of the type listed in Subsections (b)(i)-(v) of this Section;*
 - (ii) *It is not a South African Company, as defined in Section (a)(2);*
 - (iii) *It does not do business in the Republic of South Africa, as defined in Subsection (a)(3);*

- (iv) *It does not sell, advertise, or otherwise promote the sale of Krugerands or other coins minted in or by the Republic of South Africa;*
- (v) *It will not underwrite, purchase, or act as broker or agent for securities of the Republic of South Africa, including but not being limited to the military, police, prison system or the Department of Cooperation and Development of the Republic of South Africa or of any South African Company; and*
- (vi) *It does not have any outstanding loans to any third party where the expressed purpose of the loan is for use by Republic of South Africa or by any South African Company.*

The affidavit shall also require that the financial institution notify the City Comptroller within thirty (30) days if it subsequently enters into any loan or transaction described in this Section.

- 2. *The prohibitions of this Section shall not apply to City funds invested under a trust indenture or investment agreement or otherwise invested by the City under a pre-existing contractual obligation, provided that if such funds are invested or deposited in non-compliance with this Ordinance or if the financial institution shall later be determined to have taken actions following investment or deposit of such funds which would disqualify it under this Section, then such funds shall be withdrawn or divested at the earliest possible maturity date.*

7-34.2(d) This Section shall not prohibit the designation of a financial institution as a Municipal Depository where the following conditions have been met:

- 1. *The Mayor or his or her designee shall certify in writing to the City Council that:*
 - (a) *After diligent inquiry, the City has been unable to find any financial institution which meets the requirements of this Section;*
or
 - (b) *The highest rate of return which will be realized by the City from a financial institution which qualifies as a Municipal Depository under this Section is eight (8%) or more percent lower than the rate of return offered by a financial institution which does not qualify under this Section.*

2. *In the event the Mayor or his or her designee shall seek a waiver under this subsection, the Mayor or his or her designee, as part of the certification required by subsection 1 above, shall state which noncomplying financial institution(s) he or she intends to designate as a Municipal Depository. The Mayor or his or her designee shall endeavor to select that financial institution which best meets the following criteria:*
 - (a) *Maintains policies that conform to the greatest extent with the intent of this divestment ordinance, and*
 - (b) *Which is most capable of providing a level of service and/or investment return equal to that which the City could have received if the prohibitions of this Section had not been enacted.*
3. *No waiver under this subsection shall be effective unless approved by a majority vote of the City Council.*

7-34.2(e) *Compliance.*

1. *Execution of the Affidavit of Compliance required by Subsection (c) may be relied on by the Mayor or his or her designee as prima facie evidence of compliance with this Ordinance.*
2. *If the Mayor or his or her designee determines that a financial institution which has been designated a Municipal Depository has subsequently entered into a transaction which brings the financial institution into noncompliance with this Section, the Mayor or his or her designee shall require the withdrawal or divestment of any funds deposited with such financial institution within thirty (30) days of the date of determination of noncompliance or such earlier date as is practicable.*
3. *The Mayor or his or her designee shall be charged with the enforcement of this Section. Every year the Mayor or his or her designee shall require every Municipal Depository to certify by sworn affidavit that its Affidavit of Compliance remains true and correct. The Mayor or his or her designee shall file annually a report with the City Council listing all financial institutions which (i) are currently designated as Municipal Depositories; (ii) have been disqualified as Municipal Depositories (including the reason for such disqualification) during the previous twelve (12) months; or (iii) have requested designation as a Municipal Depository (including the status of the request).*

SECTION 2. Chapter 26 of the Municipal Code of Chicago shall be and hereby is amended by deleting Sections 26-1, 26-2 and 26-27 in their entirety and replacing them with the following:

26-26.1(a). Definitions:

1. *The "Republic of South Africa" shall mean any public or quasi- public entity operating within the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a controlling interest or operational responsibilities, and including Bantustans or so-called "independent" Homelands.*
2. *"South African Company" shall mean any corporation, partnership or other entity which (i) is established for the purpose of procuring goods or services for the Republic of South Africa, or (ii) is incorporated under the laws of the Republic of South Africa.*
3. *"Does Business In The Republic of South Africa" shall mean (i) the purchase of any goods or services, including without limitation computer hardware, software, or technology, from a South African Company or from the Republic of South Africa; (ii) the provision of any goods or services, including without limitation computer hardware, software, or technology, to a South African Company or to the Republic of South Africa; (iii) the making of any loans to a South African Company or to the Republic of South Africa; (iv) the renewal or renegotiation, at any time since 1984, of any existing loan to a South African Company or to the Republic of South Africa (this shall not include any loan which has either been repaid, sold, or is otherwise no longer outstanding as of the date of the determination of compliance with this Ordinance); (v) the entry into a franchise, supply, training, management, distribution, or licensing agreement with a South African Company or with the Republic of South Africa; or (vi) being controlled by a South African Company. This provision extends to companies in which a controlling interest is held by a person, corporation, or other entity which in turn owns a controlling interest in a South African Company or in a company which does business in the Republic of South Africa (sometimes referred to as "affiliates" or "sister subsidiaries").*
4. *"Financial Institution" shall mean any federal or state chartered bank or holding or trust company, federal or state savings or building and loan association, thrift institution, any other institution permitted by state or federal law to receive deposits of money and to pay out such money through loans, draft accounts or the sale of financial institution securities, as well as securities brokers or dealers.*

5. *"Loans" shall include any financial transaction whether entered into as a singular institution or as a participant in a lending consortia. Such transactions include, without limitation, purchasing securities, investing in assets, lending monies, making interest-bearing deposits, extending lines of credit, letters of credit, credit enhancements, or any other such transaction that is anticipated to result in a return, directly or indirectly, of assets.*

26-26.1(b): Prohibited Contracts:

1. *No contract or subcontract (including without limitation any franchise agreement, management agreement, professional service agreement, and grants and loans made under the Community Development Block Grant, Urban Development Action Grant, Economic Development Administration Grant or other similar programs) shall be awarded to (i) the Republic of South Africa; (ii) a South African Company; (iii) a person or entity which does business in the Republic of South Africa; or (iv) any entity (including not-for-profit corporations) which has loaned money to, purchased stock in, or otherwise invested in any entity described in (i), (ii), or (iii) of this paragraph.*
2. *The Mayor and his or her designees are prohibited from negotiating the terms of any contract or subcontract with any person or business entity described in paragraph 1 of this subsection unless a waiver is first obtained pursuant to Section 26-27.1.*

26-26.2:

(a) No person or business entity shall be awarded a contract or subcontract after the effective date of this section unless that person or the chief executive officer or his designee of that business entity has certified by a sworn affidavit that the person or business entity does not at the time of the award and will not for the life of the contract do business in the Republic of South Africa.

(b) This Section shall not operate to bar any aircraft operator from using City's airports.

26-27: The City may not purchase any goods which are manufactured, produced, assembled, grown or mined in the Republic of South Africa and all suppliers of goods to the City must certify by sworn affidavit that the goods they supply to the City are not manufactured, produced, assembled, grown or mined in the Republic of South Africa.

Section 26-27.1: Sections 26-26.1, 26-26.2 or 26-27, shall not operate to prohibit the award or negotiation of a contract where the following conditions have been met:

1. *The Mayor or his or her designee and the head of the requisitioning department, if applicable, jointly certify in writing to the City Council that:*
 - (a) *The City is in need of goods, including spare parts or services, in order to either (i) economically operate equipment or systems purchased by the City prior to the effective date of this ordinance or (ii) meet the public health or safety concerns; and*
 - (b) *The City cannot reasonably obtain goods, including spare parts, or services to meet such needs, because the proposed ineligible supplier is the only source for such goods, including spare parts or services, or because other potential suppliers are also ineligible under this section; or*

2. *The Mayor or his or her designee and the head of the requisitioning department jointly certify in writing to the City Council that:*
 - (a) *The lowest bid from a company or person who is in compliance with the provisions of Sections 26-26.1, 26-26.2 or 26-27 exceeds by 8 or more percent the apparent lowest responsible bidder; and*
 - (b) *It is not economically feasible for the City to enter into a contract on the terms offered by the lowest bidder who is in compliance with Sections 26-26.1, 26-26.2, or 26-27 for the particular goods or services in question.*
 - (c) *This section shall become effective 120 days from the date of passage and shall apply to all City contracts to the extent that such application is not inconsistent with federal or state laws, rules or regulations.*

3. *No waiver under this subsection shall be effective unless approved by a majority vote of the City Council.*

26-27.2 The Mayor and the head of the requisitioning department or their designees shall monitor this section annually and shall be charged with the enforcement of this section. Execution of the Affidavit of Compliance required by Section 26-26.2 may be relied upon by the Mayor or his or her designee as prima facie evidence of compliance with Ordinance.

SECTION 3. Section 7-44 of the Municipal Code of Chicago be and hereby is amended by deleting Section 7-44.1 in its entirety and replacing it with the following:

7-44.1(a). *Definitions: As used in this section unless the context otherwise requires:*

1. *"Public Funds" shall mean any and all City of Chicago funds in the City treasury as well as all general obligation bond and note funds, airport, water and sewer revenue bond funds, funds related to enterprise activities, general operating funds, deferred compensation funds and miscellaneous funds.*
2. *"Invested" shall mean the purchase of securities, stocks, notes, certificates of deposits, bankers acceptance, repurchase agreement, or any other obligations or securities all of duration of longer than 60 days.*
3. *"Financial Institution" shall mean any federal or state chartered bank or holding or trust company or federal or state savings or building and loan association, thrift institution or any other institution permitted by state or federal law to receive deposits of money and to pay out such money through loans, draft accounts or the sale of financial institution securities as well as securities brokers and dealers.*
4. *The "Republic of South Africa" shall mean any public or quasi- public entity operating within the Republic of South Africa, including, but not limited to, municipal, provincial, national, or other government bodies, including all departments and agencies of such bodies, public utilities, public facilities, or any national corporation in which the public sector of the Republic of South Africa has a controlling interest or operational responsibilities, and including Bantustans or so-called "independent" Homelands.*
5. *"South African Company" shall mean any corporation, partnerships or other entity which (i) is established for the purpose of procuring goods or services for the Republic of South Africa, or (ii) is incorporated under the laws of the Republic of South Africa.*
6. *"Does Business In The Republic of South Africa" shall mean (i) the purchase of any goods or services, including without limitation computer hardware, software, or technology, from a South African Company or from the Republic of South Africa; (ii) the sale of any goods or services, including without limitation computer hardware, software, or technology, to a South African Company or to the Republic of South Africa; (iii) the making of any loans to a South African Company or to the Republic of South Africa; (iv) the renewal or renegotiation, at any time since 1984, of any existing loan to a South African Company or to the Republic of South Africa (this shall not include any loan which has either been repaid, sold,*

or is otherwise no longer outstanding as of the date of the determination of compliance with this Ordinance); (v) the entry into a franchise, supply, training, management, distribution, or licensing agreement with a South African Company or with the Republic of South Africa; or (vi) being controlled by a South African Company. This provision extends to companies in which a controlling interest is held by a person, corporation, or other entity which in turn owns a controlling interest in a South African Company or in a company which does business in the Republic of South Africa (sometimes referred to as "affiliates" or "sister subsidiaries").

(b) Notwithstanding any other provision of Chapter 7 of the Municipal Code of Chicago, no public funds shall be invested or remain invested in:

(i) Any financial institution unless the Chief Executive or his or her designee of that institution certifies by a sworn affidavit that the institution (a) does not hold any loan made to or secured by the Republic of South Africa or by a South African Company; (b) does not hold any South African debt which has been converted to an exit loan; (c) does not maintain any correspondent banking relationships with any South African Company; (d) has made a commitment not to rollover existing loans to the Republic of South Africa or a South African Company; and (e) will not continue to extend credit, including credits for the purposes of trade, to any South African Company;

(ii) The stocks, securities or other obligations or assets of any company or financial institution, unless its Chief Executive Officer or his designee certifies by a sworn affidavit that the company or financial institution is neither a South African Company nor doing business in the Republic of South Africa.

(c) No financial institution may serve the City in a trustee or other fiduciary capacity nor may it act as an underwriter for any City bond issue with respect to public funds nor may the City invest any funds in a financial institution or company unless the Chief Executive Officer or his designee of that financial institution or company certifies by sworn affidavit that it does not as of the date of certification and will not for as long as it serves as a fiduciary:

(i) Make, underwrite or participate in any loan or issue or participate in any letter of credit (other than loans or

letters of credit outstanding as of the effective date of the certification) where the original debtor is (a) the Republic of South Africa; or (b) a South African Company;

- (ii) Hold South African debt which has been converted to exit loans; maintain a correspondent banking relationship with a South African Company; rollover existing loans to the Republic of South Africa or a South African Company; or continue to extend credit, including credits for the purposes of trade, to any South African Company;*
 - (iii) Sell, advertise or otherwise promote the sale of Krugerrands or other coins minted in or by the Republic of South Africa; or a South African Company;*
 - (iv) Underwrite, purchase or act as a broker or agent for securities of the government of the Republic of South Africa; or a South African Company;*
 - (v) Make or participate in loans to any third party where the expressed purpose of the loan is for use by the Republic of South Africa or a South African Company; and*
 - (vi) Is not a South African Company and does not do business in the Republic of South Africa.*
- (d) This Section shall become effective immediately upon the date of passage.*
- (e) This Section shall not prohibit the investment of Public Funds where the following conditions have been met:*
- 1. The Mayor or his or her designee shall certify in writing to the City Council that:*

 - a. After diligent inquiry, the City has been unable to find any financial institution or other business entity which meets the requirements of this Section; or*
 - b. The highest rate of return which will be realized by the City from the investment of Public Funds in a financial institution or other business entity which qualifies under this Section is eight (8%) or more percent lower than*

the rate of return offered by a financial institution or other business entity which does not qualify under this Section.

2. *In the event the Mayor or his or her designee shall seek a waiver under this subsection, the Mayor or his or her designee, as part of the certification required by subsection 1 above, shall state in which non-complying financial institution(s) or other business entity he or she intends to invest Public Funds. The Mayor or his or her designee shall endeavor to select that financial institution or other business entity which best meets the following criteria:*

- a. *Maintains policies that conform to the greatest extent with the intent of this divestment ordinance, and*
- b. *Which is most capable of providing a level of service and/or investment return equal to that which the City could have received if the prohibitions of this Section had not been enacted.*

3. *No waiver under this subsection shall be effective unless approved by a majority vote of the City Council.*

- (f) *The Mayor or his or her designee shall be charged with the enforcement of this Section. The Mayor or his or her designee may rely on execution of the Affidavit of Compliance as prima facie evidence of compliance with this Section. The Mayor or his or her designee shall require that every year every financial institution or company which has filed an Affidavit of Compliance must certify by sworn affidavit that its Affidavit of Compliance remains true and correct. The Mayor or his or her designee shall file annually a report with the City Council listing all financial institutions and companies which have filed an Affidavit of Compliance and any financial institutions or companies which have been disqualified (including the reasons for such disqualification).*

SECTION 4. Chapter 101 of the Municipal Code of Chicago is amended by adding paragraph 101-28.1 as follows:

- (a) *When it appears to the person charged with enforcement of this ordinance (hereafter referred to as the "Enforcement Officer") after receiving written complaint or otherwise, that a person or entity has engaged in, is engaging in or is about to engage in a practice that is in violation of this ordinance, the Enforcement Officer shall, after serving a 10 day notice:*
1. *Require that person or entity to file on such terms as the Enforcement Officer may prescribe a statement or report in writing as to all relevant and material information;*
 2. *Examine any person in connection with relevant and material issues concerning the alleged conduct of the person or entity and, to the extent necessary to accomplish the purpose of this Section, shall have the power to issue subpoenas for the purpose of requiring the appearance of persons or the production of documents for inspection and copying;*
 3. *Examine any merchandise or sample thereof, any record, book, document, account or paper relevant and material to the inquiry;*
 4. *Retain copies of any record, book, document, account, paper or sample of merchandise that is produced in accordance with this Section, and retain it in his or her possession until the completion of all proceedings in connection with which it is produced; and*
 5. *Conduct hearings under oath on issues that are relevant and material to the inquiry. Such hearings shall be recorded on audio tape. A copy of the tape shall be available to all parties upon request in writing within 14 days of the request. Any person requesting such a tape shall provide a blank tape at the time the written request is made. All hearing officers shall be attorneys licensed to practice law in Illinois.*

If, after completing an investigation pursuant to this Section, the Enforcement Officer determines that a person or entity has engaged in, is engaging in, or is about to engage in a practice prohibited by this Section, the Enforcement Officer shall withdraw or disinvest public funds, terminate all contracts and otherwise take all steps necessary to comply with this Ordinance within thirty (30) days, or such lesser time as may be practicable.

The notice given under this Section shall be made by first class mail, and shall include a copy of a complaint which alleges specific facts showing the

violation of which the person or entity is accused and the time during which the alleged violation occurred.

- (b) *The Enforcement Officer shall also monitor the actions of any person or entity which purports to have or which is in the process of terminating activities which cause its disqualification under any section of this Ordinance to determine whether such person or entity has complied with the rights of South African employees and their representative organizations by providing a minimum of six (6) months notice of termination of investment and to engage in good faith negotiations regarding the terms of the termination of investment by such person or entity.*

SECTION 5. This ordinance shall not be enforced against any person or in any circumstance where such enforcement would violate the Constitution of the United States or the State of Illinois.

SECTION 6. If any provision of this ordinance, or application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

Alderman Shiller then moved to substitute the foregoing proposed ordinance for the proposed ordinance discharged from the Committee on Committees, Rules and Ethics.

The clerk called the roll on the motion to substitute and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Carter, Streeter, Troutman, J. Evans, Garcia, Henry, Soliz, Gutierrez, E. Smith, Davis, Figueroa, Austin, Giles, Shiller, Orr -- 23.

Nays -- Aldermen Roti, Huels, Fary, Burke, Kellam, Krystyniak, Gabinski, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 18.

Alderman T. Evans then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the motion to substitute was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Madrzyk, Carter, Streeter, Troutman, J. Evans, Garcia, Henry, Soliz, Gutierrez, E. Smith, Davis, Figueroa, Austin, Giles, Shiller, Orr -- 24.

Nays -- Aldermen Roti, Huels, Fary, Burke, Kellam, Krystyniak, Gabinski, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 18.

Alderman Roti then moved the previous question.

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

Yeas -- Aldermen Roti, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Streeter, Kellam, Troutman, Krystyniak, Henry, Gutierrez, E. Smith, Davis, Figueroa, Gabinski, Austin, Banks, Giles, Laurino, O'Connor, Natarus, Hansen, Levar, M. Smith -- 27.

Nays -- Aldermen Eisendrath, Orr -- 2.

Alderman Shiller moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the motion for the previous question was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Beavers, Dixon, Huels, Fary, Burke, Kellam, Krystyniak, Gabinski, Austin, Banks, Laurino, O'Connor, Natarus, Hansen, Levar, M. Smith -- 17.

Nays -- Aldermen Rush, Tillman, T. Evans, Steele, Shaw, Carter, Streeter, Troutman, J. Evans, Garcia, Henry, Soliz, Gutierrez, E. Smith, Davis, Figueroa, Giles, Eisendrath, Shiller, Orr -- 20.

After debate, Alderman Beavers moved that the said proposed ordinance discharged from the Committee on Committees, Rules and Ethics be *Re-referred to the Committee on Finance*. The motion *Prevailed*.

ASSIGNMENT OF MEMBERS TO CITY COUNCIL STANDING
COMMITTEES AMENDED FOR YEARS 1987 -- 1991.

Alderman Burke presented the following proposed resolution:

Be It Resolved by the City Council of the City of Chicago, That the following shall be added as members on the following standing committees of the City Council of the City of Chicago for the 1987 -- 1991 term:

1. COMMITTEE ON AGING AND DISABLED
Troutman

3. COMMITTEE ON BEAUTIFICATION AND RECREATION
Troutman

4. COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS
Troutman
Dixon

11. COMMITTEE ON EDUCATION
Troutman

13. COMMITTEE ON FINANCE
Dixon

14. COMMITTEE ON HEALTH
Troutman

18. COMMITTEE ON LICENSE
Troutman

21. COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS
Troutman
Dixon

22. COMMITTEE ON PORTS, WHARVES AND BRIDGES
Troutman

23. COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS

Dixon

25. COMMITTEE ON TRAFFIC CONTROL AND SAFETY

Troutman

26. COMMITTEE ON VETERANS' AFFAIRS

Dixon

27. COMMITTEE ON ZONING

Dixon

; and

Be It Further Resolved, That this resolution shall be effective immediately upon passage.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, Alderman Laurino moved to *Suspend the Rules Temporarily* for the purpose of allowing The Honorable Frank J. Chulay, Mayor of the Village of Lincolnwood, the privilege of the floor.

The motion *Prevailed* by a viva voce vote.

Speaking on behalf of the Village of Lincolnwood, Mayor Chulay then observed that with the recent establishment of its own fire service, his village was concluding a fire protection relationship with the City of Chicago that had spanned the preceding fifty years. After expressing his personal thanks for Chicago's contribution to the security of his citizens, Mayor Chulay presented Mayor Daley with a resolution passed by the Village of Lincolnwood and then read to the Council and its assembled guests its final paragraph:

"Be It Further Resolved, that the Village of Lincolnwood will not soon forget this partnership which is now part of Lincolnwood's history and will remember you and your officials and the men and women on the line with heartfelt thanks, neighborly fondness and great pride."

Mayor Chulay was then warmly applauded by the Council and its assembled guests.

PRESENCE OF VISITORS NOTED.

Alderman Gutierrez, President Pro Tempore, called the Council's attention to the presence of the following visitors:

Graduate students from the University of Nebraska, hosted by Dr. Weldon Beverly, Principal of Hyde Park Academy.

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- seventh (27th) day of June, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the twelfth (12th) day of July, 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, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 44.

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 Thursday, July 12, 1990, at 10:00 A.M., in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.

