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

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**Regular Meeting—Wednesday, February 15, 1984**

**at 10:00 A.M.**

**(Council Chamber—City Hall—Chicago, Illinois)**

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**OFFICIAL RECORD.**

**HAROLD WASHINGTON**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

**Attendance at Meeting.**

*Present*--Honorable Harold Washington, Mayor, and Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

*Absent*--Aldermen Roti, Marzullo, Cullerton.

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**Call to Order.**

On Wednesday, February 15, 1984 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Quorum present.

On motion of Aldermen Stone, Nardulli and Laurino, respectively, it was ordered noted in the Journal that Aldermen Roti, Marzullo and Cullerton were absent due to illness.

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**Invocation.**

Reverend Wilbur N. Daniels, Antioch M. B. Church, opened the meeting with prayer.

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**MAYOR PRESENTED WITH PLAQUE SHOWING SYMBOL  
AGAINST GANGS.**

Alderman Orbach, 46th Ward, congratulated Honorable Harold Washington, Mayor, and the administration, for their recent strong stand against gang activity in the City and especially in the 46th Ward. He then introduced Ms. Woolrich, a resident of Cabrini-Green, and together they presented to the Mayor a plaque showing the symbol being used on signs in store windows as a measure against gangs and their activity in the community. Alderman Orbach stated that he hoped this symbol would be accepted throughout the City.

Mayor Washington thanked Alderman Orbach and Ms. Woolrich for their concern and said he and his administration would do all in their power to eradicate gang activity.

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**Tribute to Late Raymond N. McCarthy.**

Honorable Harold Washington, Mayor, on behalf of himself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, Raymond N. McCarthy dedicated his life to the pursuit of freedom of the press through his more than 30 years as a Chicago political journalist with the *Chicago American Newspaper* and its' successor *The Chicago Today Newspaper*; and

WHEREAS, His interest in the governmental process led him to serve under three Chicago Mayors as a Press Advisor; and

WHEREAS, During his last years of City service, he served diligently despite physical discomfort; and

WHEREAS, He faithfully served his country during World War II in Italy as a sergeant in the United States Army; and

WHEREAS, He was a loving husband to his wife, Leona, a caring friend and a respected professional journalist; now, therefore,

*Be It Resolved*, That the Mayor and the City Council of the City of Chicago assembled this 15th day of February, 1984, urge the people of Chicago to join in honoring the memory of Raymond N. McCarthy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to his loving family.

Alderman Pucinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Pucinski (seconded by Aldermen Gabinski and Natarus) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

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#### REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

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*Placed on File*---MAYORAL VETO OF ORDINANCE AUTHORIZING  
PUBLIC BUILDING COMMISSION OF CHICAGO TO RETAIN  
SURPLUS BOND FUNDS FOR CONSTRUCTION OF  
BRIDGEPORT BRANCH LIBRARY.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 15, 1984.

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

LADIES AND GENTLEMEN--On February 8, 1984 the City Council passed an ordinance committing \$1,502,000 Dollars of anticipated Public Building Commission bond surplus funds for the construction of a new branch library at 3400 S. Halsted Street. A library is currently scheduled for construction in 1986 in that location under the library capital development schedule. For the reasons which follow, I must regrettably reject this shift in library priorities which would accelerate this project.

As you know, the library program has already received \$4.6 million dollars in anticipated Public Building Commission funds to finance libraries in Pilsen and West Lawn. The program also includes the design and site acquisition for two other branch libraries. In total, branch libraries will receive \$6.7 million dollars for development in 1984. Thus, it is clear that there is a substantial commitment to library development.

The acceleration of this new project might under ordinary circumstances not be unacceptable even though it would require a shift in priorities. However, this action is being taken in the context of a financial situation that contemplates a deficit for 1983. Until that picture becomes less clouded, and the City has a surer grasp on the means by which we will eliminate the projected deficit, I believe it more prudent to conserve our resources. Accordingly, I withhold my approval of this ordinance.

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

*Referred*--MAYOR'S APPOINTMENT OF DOROTHY TILLMAN TO FILL  
ALDERMANIC VACANCY IN THIRD WARD.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 15, 1984.

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

LADIES AND GENTLEMEN--I appoint Dorothy Tillman as Alderman, to fill the vacancy existing in the Third Ward.

This letter of appointment supersedes those transmitted to the City Council on December 16, 1983 and to the Committee on Committees and Rules on January 31, 1984, in an effort to meet objections expressed by the chairman of that committee.

Your approval of this appointment is respectfully requested.

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

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CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS  
FILED OR RECEIVED IN CITY CLERK'S OFFICE.

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

*Proclamations*

Proclamations of Honorable Harold Washington, Mayor, designating times for special observances as follows:

"SCOUTING ANNIVERSARY WEEK IN CHICAGO":  
February 5-11, 1984;

"OFF CENTER GALLERY'S TRIBUTE TO BLACK ARTISTS DAY IN CHICAGO":  
February 10, 1984;

"BROTHERHOOD WEEK IN CHICAGO":  
February 19-25, 1984;

"WBEZ DAYS IN CHICAGO":  
February 24 thru March 4, 1984;

EMPLOY THE OLDER WORKER WEEK IN CHICAGO":  
March 11-17, 1984;

"FOREIGN LANGUAGE AND INTERNATIONAL STUDIES WEEK IN CHICAGO":  
April 26-28, 1984;

"ZEPHYR ANNIVERSARY MONTH IN CHICAGO":  
Month of May, 1984;

"NATIONAL JEWISH HOSPITAL DAY IN CHICAGO":  
June 14, 1984.



**Congratulations Extended Various Police Officers on  
Occasion of Their Retirement from Police Dept.**

Also Honorable Walter S. Kozubowski, City Clerk, and Alderman Edward M. Burke presented the following proposed resolution:

WHEREAS, We in this City of immigrants, this City of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that Dream, there are but few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the dream; and

WHEREAS, Through seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department - "We Serve and Protect" - exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us one of the safest Cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Officers John J. Mannion, Frank Castleberry, Robert W. Suess, William J. Healy, John S. Nelligan, Howard Rothgery, Leonard Kozlowski, Perkins L. Russell, James C. Johnson, Robert Salewski, Joseph E. Dillon, Edward J. Shields, Charles D. Gegner, John F. Higgins, Edward J. Wright, Jerome Latimer, Robert J. Welsh, James R. Hansen, Edward B. Savage, Columbus Brooks, John T. Murphy Jr., John Jacko, Harry J. Swanson, Myron J. Conley, John E. Long Jr. and Paul M. Anderson have devoted over 21, 35, 29, 30, 35, 30, 35, 27, 28, 31, 29, 30, 29, 36, 35, 37, 36, 30, 27, 36, 36, 27, 28, 37, 30 and 35 years respectively, of their lives in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

*Be It Resolved*, By the Mayor and Members of the Chicago City Council, in meeting assembled this 15th day of February, 1984, that on behalf of all the citizens of the City of Chicago we do hereby express our appreciation and heartfelt thanks to Officers John J. Mannion, Frank Castleberry, Robert W. Suess, William J. Healy, John S. Nelligan, Howard Rothgery, Leonard Kozlowski, Perkins L. Russell, James C. Johnson, Robert Salewski, Joseph E. Dillon, Edward J. Shields, Charles D. Gegner, John F. Higgins, Edward J. Wright, Jerome Latimer, Robert J. Welsh, James R. Hansen, Edward B. Savage, Columbus Brooks, John T. Murphy Jr., John Jacko, Harry J. Swanson, Myron J. Conley, John E. Long Jr. and Paul M. Anderson and their families for the dedication, professionalism and personal sacrifice provided throughout the past 21, 35, 29, 30, 35, 30, 35, 27, 28, 31, 29, 30, 29, 36, 35, 37, 36, 30, 27, 36, 36, 27, 28, 37, 30 and 35 years respectively; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to Officers John J. Mannion, Frank Castleberry, Robert W. Suess, William J. Healy, John S. Nelligan, Howard Rothgery, Leonard Kozlowski, Perkins L. Russell, James C. Johnson, Robert Salewski, Joseph E. Dillon, Edward J. Shields, Charles D. Gegner, John F. Higgins, Edward J. Wright, Jerome Latimer, Robert J. Welsh, James R. Hansen, Edward B. Savage, Columbus Brooks, John T. Murphy Jr., John Jacko, Harry J. Swanson, Myron J. Conley, John E. Long Jr. and Paul M. Anderson and their families.

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

On motion of Alderman Burke the foregoing proposed resolution was *Adopted*, unanimously.

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*Oath of Office.*

Also the oath of office of James D. Montgomery as Corporation Counsel of the City of Chicago, filed on February 15, 1984.

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*Acceptance and Bond Under Ordinance.*

Also the acceptance and bond of Loyola University of Chicago, under an ordinance passed on December 6, 1983 (conduit); filed on February 10, 1984.

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CITY COUNCIL INFORMED AS TO PUBLICATION  
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on February 8, 1984, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on February 14, 1984, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on February 8, 1984, 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, which printed copies were delivered to the City Clerk on February 14, 1984.

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MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING  
COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL  
BY CITY CLERK).

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

*Summary of Adopted Budget for 1984 Showing  
Distribution of Appropriations.*

A communication from the Office of Budget and Management transmitting a summary of the adopted Budget for 1984 showing the distribution of appropriations by function including local funds and general revenue sharing funds.--Placed on File.

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*Statutory Protest Against Pending Proposed Zoning Ordinance  
to Reclassify Area in Eugenie and LaSalle Project.*

Also a statutory protest filed in the City Clerk's Office on February 15, 1984, by J. Mark Fisher, who submitted a petition to protest the proposed zoning reclassification from an R5 to an R6 District, and then to a Residential Planned Development in the area of the Eugenie and LaSalle Project located at 1700 N. LaSalle Drive.--Referred to the Committee on Zoning.

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*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:

Apple Rent-A-Car, Inc., Allstate Ins. Co. and Roy Mayo;

Begun L., Bold Lillie, Brown John;

Clark Oil & Refining Corp., Cohen Jeffrey S., Coste Douglas;

Davidson's Bakeries, Inc., Doyle Gerard and Karen;  
Economy Fire & Cas. Co. and Charlotte and Timothy Caruso;  
Fey Robert A.;  
Gonzalez Casimiro, Goodlow Thomas, Gulick Frank;  
Horton Billy J.;  
Illinois Bell Telephone Co.;  
Jacobs Floyd, Johnson Retha, Johnson Robert;  
Koncel Mary Ellen;  
Lee Bernard, Littlejohn Lanette Marie;  
Marmalejo James, McIntyre Mary C., McNuckle Elma, Merritt Michael W., Metropolitan Ins. Co.  
and James Mennenga, Miller Majorie E., Morrison Vince;  
Peoples Gas Light and Coke Co. (3);  
Recovery Services Int'l. (2) Joe Stazzone and George Swilting;  
Reynolds Gale, Royal Ins. Co. and Charles S. Rolecek;  
Sammarco Frank R., Sanchez Marano, Sears Electrical Contr., Inc., Sopiartz Leonard W.;  
Tarsitano Rosemary, Tomkins Scott;  
United Services Automobile Assn. and Michael Gualtier;  
Wagner Josephine, Wallrab, Capenigro & Assoc., Inc. and Suresh Ralapati, Walton D. W., Woods  
Raymond.

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*Referred*--REQUEST FOR PERMIT TO INSTALL SIGN/SIGNBOARD  
AT SPECIFIED LOCATION.

Also a communication from Kenco Advertising, Inc., requesting a permit for All-Sign Corporation  
to install a sign/signboard at 6226 S. LaSalle Street for Kenco Advertising, Inc.--*Referred to the  
Committee on Zoning.*

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REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by  
any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting  
of the Council, except where otherwise indicated.*

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COMMITTEE ON AVIATION.

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Authority Granted for Automated Teller Machine Concession  
License Between City and American Express Travel  
Related Services Co., Inc.

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 1, 1984) authorizing an Automated Teller Machine Concession License between the City of Chicago and American Express Travel Related Services Company, Inc., begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*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. An Automated Teller Machine Concession License Agreement between the City of Chicago and American Express Travel Related Services Company, Inc., in the form attached hereto, at Chicago O'Hare International Airport, is hereby authorized and approved. The Mayor is authorized to execute said Automated Teller Machine Concession License Agreement on behalf of the City, and the City Clerk is authorized and directed to attest the same and affix thereto the corporate seal of the City, subject to the approval of the Commissioner of Aviation, City Comptroller, and the Corporation Counsel as to form and legality.

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

[Automated Teller Machine Concession License Agreement  
printed on pages 4822 thru 4836 of this Journal.]

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**Authority Granted for Automated Teller Machine Concession  
License Between City and Continental Illinois  
National Bank and Trust of Chicago.**

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 1, 1984) authorizing an Automated Teller Machine Concession

(Continued on page 4837)

AUTOMATED TELLER MACHINE CONCESSION LICENSE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and American Express Travel Related Services Company, Inc., a New York Corporation, (hereinafter referred to as "Licensee").

## WITNESSETH:

WHEREAS, Licensor owns and operates the Airports known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, Licensee desires to operate Automated Teller Machines with certain rights in the Airports Terminal Buildings; and

WHEREAS, the Licensor deems it advantageous to itself and to its operation of the Airports to grant unto the Licensee the Automated Teller Machine concession areas and rights, licenses and privileges as herein set forth; now, therefore.

## Article I

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby allow Licensee to use upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago O'Hare International Airport for joint use in common with others, a portion of:

- 1) Space No. 2A-00-U1, consisting of approximately 55 square feet, in Terminal Building II;
- 2) Space No. 3A-00-U1, consisting of approximately 55 square feet, in Terminal Building III;
- 3) Space No. 3C-00-U1, consisting of approximately 60 square feet, in Terminal Building III A;

as indicated on Exhibits "A", "B", and "C" attached hereto and made a part hereof, said space to be used for the purpose of operating an Automated Teller Machine concession and for no other purpose, said space to be hereinafter referred to as the "concession area".

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate a Automated Teller Machines on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this agreement, a privilege to operate Automated Teller Machines on, upon and from the Airports under financial terms more favorable to such other individual, firm or corporation than those contained herein, including the minimum guaranty, percentage fee, fixed license fee, and performance bond requirements, or more favorable space locations.

C. Additional Locations. The Licensor reserves the right to request Licensee to operate additional Automated Teller Machines on the Airport, and Licensee agrees to operate such additional machine or machines when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such premises as may be so identified will be subject to the provisions of all the Articles of this agreement, including a fixed license fee of \$20.00 per square foot per year, and will be indicated on Exhibits added hereto and made a part hereof.

## Article II

## Term

The term of this Agreement shall be for a period of four (4) years, beginning on \_\_\_\_\_, 1984, the day of approval of authorizing ordinance by the City Council of the City of Chicago and shall terminate four (4) years thereafter.

In addition, Licensee upon termination of this Agreement shall have the right of separate renegotiation, for two successive three year periods, for the operation of Automated Teller Machines on the Airport, on the same terms and conditions as offered by others, if any Automated Teller Machines or machines of substantially similar usage are allowed to be operated on the Airport by any other individual, firm or corporation. In subsequent agreements, if any, the fixed license fee will be the square foot charge then currently being assessed to other new or renewing concessionaires and licensees at the time of renegotiation of this Agreement.

In the event that air transportation operations are discontinued at one or more of the airport covered by this Agreement, then the terms and conditions of this agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

## Article III

## License Fee

A. Fixed and Percentage Fee to be paid. During the term of this Agreement Licensee agrees to pay Licensor as fixed license fee: 1) the sum of \$20.00 per square foot per year for the concession area, with payment of the said annual license fee thereon due in advance. 2) As additional percentage license fee, Licensee agrees to pay Licensor a sum equal to 20% of that portion of gross revenues, derived from each Automated Teller Machine at Chicago O'Hare International Airport, in any calendar month that exceeds the amount of Three Thousand Five Hundred (\$3,500.00) Dollars, however, the minimum additional percentage license fee for each Automated Machine in any year of this agreement shall be \$8,200.00

Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the minimum annual percentage license fee noted above for Chicago O'Hare International Airport.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross revenues for said calendar month for any month in which such additional percentage license fee is due.

Licensee or any entity, acting as Licensees agent, that provides 100% of the gross revenues, shall furnish a separate monthly report of gross revenues at Chicago O'Hare International Airport, certified by an officer of Licensee, or its agent, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for license fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Revenues" required by paragraph C of Article III.

B. Records of Licensee. The Licensee shall, with respect to business done by it in said Automated Teller Machine operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross revenues of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said Automated Teller Machine concession areas. All records and methods of accounting used by Licensee shall be approved by the City Comptroller and the Comptroller of the currency of the United States. The terms "gross revenues," as used herein, shall be construed to mean, for all

the purposes hereof, the aggregate amount of all individual transaction charges received by Licensee from patrons to whom travelers checks have been dispensed as well as any transaction or service charges which in the future may assessed against banks or other financial organizations in relationship to the dispensing of travelers checks from automated teller machines at Chicago O'Hare International Airport. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. The internal controls should include features normally employed by well managed operations. The internal control procedures must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any change to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

C. Books, Records, and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts, and records wherein are kept all entries reflecting its operation at the airports under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days after the close of each calendar year or fiscal year, as previously elected, or the termination of the agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Revenues" representing revenues by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public account must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of fees reported to the City of Chicago by American Express Travel Related Services Company, Inc., a New York Corporation for the year ended \_\_\_\_\_ relating to the Automated Teller Machine concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and American Express Travel Related Services Company, Inc., a New York Corporation dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of revenues showing gross revenues of \_\_\_\_\_ presents fairly the amount of gross revenue, as defined in the Agreement, for the year ended \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, reasonably require relating to sales at Chicago O'Hare International Airport.

D. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

E. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

## Article IV

## General Description of the Concession

A. The term Automated Teller Machine ("machine") shall mean a customer operated device defined: (1) as an Automated Teller Machine under Chapter 17 of the Illinois Revised Statutes; (2) as a customer bank communication terminal by the Comptroller of the Currency; (3) as an automated teller machine as defined by the Federal Deposit Insurance Corporation; (4) or as a remote service unit by the Federal Home Loan Bank Board. The term Automated Teller Machine concession in this Agreement shall mean one or more Automated Teller Machines in one contiguous location.

B. Conflicts between Concessions. In the event of a conflict between the Automated Teller Machine Concession and any other Licensee or Concessionaire at the Airports as to the services to be performed by the respective Concessionaire or Licensee, Licensee agrees that the Commissioner of Aviation shall make the final decision and Licensee agrees to be bound by such decision of the Commissioner of Aviation, however, Licensee may perform such services as an Automated Teller Machine concessionaire as are permitted under state and federal law.

## Article V

## Investment by the Licensors and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to completely remodel, and expand to the extent necessary the present and any additional areas where ATM's are to be located at the Terminal at Chicago O'Hare International Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should Licensee install additional Automated Teller Machines, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities, as defined in Article I, C. herein.

B. Installations by the Licensors and by the Licensee. As in the concession area designated on Exhibit "A", "B", and "C" attached hereto, the Licensors, in any enlarged and/or additional Automated Teller Machine concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensors.

In these same spaces the Licensee will provide:

- (1) All improvements as required not provided by the Licensors including, but not limited to, counters, cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, as required furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago O'Hare International Airport:

1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the airport.



2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

3) During the period of construction, all construction work, workmanship materials and installation involved or incidental to the construction of the Building shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor.

5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the demised premises in good and serviceable condition and repair.

6) Licensee shall keep the concession area and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this agreement.

## Article VI

### Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago O'Hare International Airport shall remain open to serve the public twenty-four (24) hours each day, however, recognition is given to the necessity for periodical repair and maintenance and reliance on the operability of interchange systems.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Service offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the demised premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airports.

E. Automated Teller Machine Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

F. Maintenance. Licensee shall maintain all of its improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary.

#### Article VII

##### Service to be Performed by the Licensor

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and Licensor will furnish no janitorial material or supplies for the concession areas.

#### Article VIII

##### Cancellation by Licensee

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to one or more of the municipal airports under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of one or more of said airports, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of one or more of such airports, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The default by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such default for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.
- (5) Transaction volume at any of these sites fall to 50% of the "Baseline" volume for three consecutive months. "Baseline" volume is defined as the average transaction volume of the six months preceding the three consecutive months of low volume.

#### Article IX

##### Property Rights Upon Termination

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this agreement, including but not limited to, the enclosure walls and doors, however, title to the Automated Teller Machine, signage and telecommunications equipment shall remain in Licensee and may be removed by Licensee upon restoration of premises.

#### Article X

##### Damage or Destruction of Premises

Should any portion of the concession areas be partially damaged by Fire or other casualty, but not be rendered unusable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the fixed license fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises unusable, the damage shall be repaired by Licensor at its

expense as quickly as practicable and the fixed license fee payable hereunder shall, if the damage is to the premises situated at Chicago O'Hare International Airport, abate proportionately from the date of such damage until such time as the said premises shall again be usable. The percentage licensee fee provided hereunder shall not be affected by such circumstances.

Should any portion of the concession areas hereby be so extensively damaged by fire or other casualty as to render the same unusable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at Chicago O'Hare International Airport, the fixed licensee fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airports shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the concession areas which are located in the terminal building so destroyed.

Should the terminal building at Chicago O'Hare International Airport be damaged by fire or other casualty or should any alternations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to Licensee's premises therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

#### Article XI

##### Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

#### Article XII

##### Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concession at Chicago airports. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to

determine compliance with this article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

#### Article XIII

##### Indemnity

The Licensee does hereby covenant and agree to indemnify, save harmless and defend the Licensor from all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, except insofar as same are caused by the wrongful or negligent act of Licensor, its employees, agents or representatives.

#### Article XIV

##### Inspection

The Licensee shall allow the Licensor's authorized representative access to the concession areas at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

#### Article XV

##### Ingress and Egress

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the concession areas; provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable and at such times so as not to interfere with normal airport operations.

#### Article XVI

##### Assignment and Subletting

The Licensee shall not assign transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any estate created thereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the written consent of the City Council being first obtained with the exception of an Assignment to its parent or affiliated corporation. Any such assignment shall be made a part hereof as Attachment I, and does not relieve Licensee from full performance of all covenants of this agreement.

#### Article XVII

##### Signs

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Licensor will include generic directional signage for the Licensee in its next revision of Licensor's sign program, following the effective date of this agreement.

#### Article XVIII

##### Redelivery

Licensee will make no unlawful or offensive use of said premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceable, quietly and

in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

#### Article XIX

Subject to Airline Agreements, Nondiscrimination and F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48 Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### Non-Discrimination in the use of the Premises by Licensee

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

#### Article XX

##### Non-Waiver

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

#### Article XXI

##### Default

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of license fee for a period of sixty (60) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fee or if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice enter into, and upon said concession area or any part thereof and in the name of the whole, and repossess the same of its former estate, if any, forcibly if necessary, without being deemed guilty or trespass and without prejudice to any remedy which otherwise might be used, for arrears of license fee or preceding breach of covenant. On the reentry aforesaid, this agreement shall terminate.

#### Article XXII

##### Independence of Agreement

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### Article XXIII

##### Rules, Regulations, Laws, Ordinances and Licenses

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airports and shall obtain and maintain all permits and licenses necessary for its operation at the airports. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensors, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the concession areas for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary in the proper functioning of the Airports. Should such relocation result in the location of the concession in an area of less favorable traffic flow, Licensee may request cancellation of the Agreement.

#### Article XXIV

##### Notices

Notices to Licensors provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at American Express Plaza, New York City, New York, 10004 or to such other addresses as the parties may designate to each other in writing from time to time.

#### Article XXV

##### Paragraph Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

#### Article XXVI

##### Invalid Provisions

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensors or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

#### Article XXVII

##### Prohibition of Recordation

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensors, be and become absolutely null and void and Licensors may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_, (C. J. P. pp \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

ATTEST:

CITY OF CHICAGO  
a municipal corporation

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
COMMISSIONER OF AVIATION

\_\_\_\_\_  
CITY COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ASSISTANT CORPORATION COUNSEL

AMERICAN EXPRESS TRAVEL RELATED  
SERVICES COMPANY, INC.

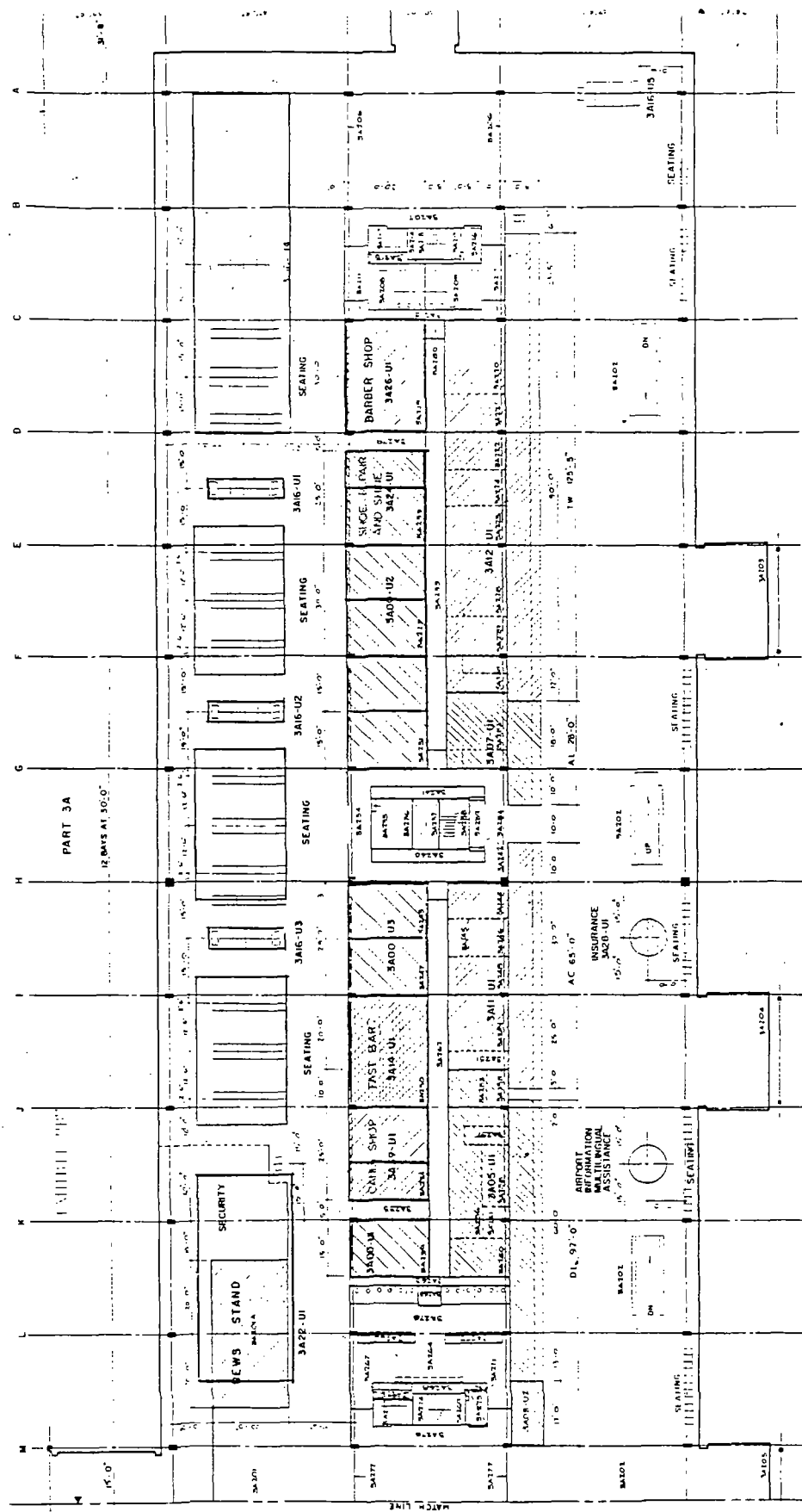
\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY









(Continued from page 4821)

License between the City of Chicago and Continental Illinois National Bank & Trust of Chicago, begs leave to recommend that Your Honorable Body *Pass*, the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone-46.

*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. An Automated Teller Machine Concession License Agreement between the City of Chicago and Continental Illinois National Bank and Trust of Chicago, in the form attached hereto, at Chicago O'Hare International Airport, is hereby authorized and approved. The Mayor is authorized to execute said Automated Teller Machine Concession License Agreement on behalf of the City, and the City Clerk is authorized and directed to attest the same and affix thereto the corporate seal of the City, subject to the approval of the Commissioner of Aviation, City Comptroller, and the Corporation Counsel as to form and legality.

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

[Automated Teller Machine Concession License Agreement  
printed on pages 4838 thru 4852 of this Journal.]

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**Authority Granted for Automated Teller Machine Concession  
License Between City and First National Bank  
of Chicago.**

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a Communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 1, 1984) authorizing an Automated Teller Machine Concession License between the City of Chicago and First National Bank of Chicago, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

(Continued on page 4853)

AUTOMATED TELLER MACHINE CONCESSION LICENSE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1983, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and Continental Illinois National Bank and Trust Company of Chicago, a Delaware Corporation, (hereinafter referred to as "Licensee").

## WITNESSETH:

WHEREAS, Licensor owns and operates the Airports known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, Licensee desires to operate Automated Teller Machines with certain rights in the Airports Terminal Buildings; and

WHEREAS, the Licensor deems it advantageous to itself and to its operation of the Airports to grant unto the Licensee the Automated Teller Machine concession areas and rights, licenses and privileges as herein set forth; now, therefore.

## Article I

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby allow Licensee to use upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago O'Hare International Airport for joint use in common with other, a portion of:

- 1) Space No. 2A-00-U1, consisting of approximately 55 square feet, in Terminal Building II;
- 2) Space No. 3A-00-U1, consisting of approximately 55 square feet, in Terminal Building III;
- 3) Space No. 3C-00-U1, consisting of approximately 60 square feet, in Terminal Building III A;

as indicated on Exhibits "A", "B", and "C" attached hereto and made a part hereof, said space to be used for the purpose of operating an Automated Teller Machine concession and for no other purpose, said space to be hereinafter referred to as the "concession area".

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate Automated Teller Machines on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this agreement, a privilege to operate Automated Teller Machines on, upon and from the Airports under financial terms more favorable to such other individual, firm or corporation than those contained herein, including the minimum guaranty, percentage fee, fixed license fee, and performance bond requirements, or more favorable space locations.

C. Additional Locations. The Licensor reserves the right to request Licensee to operate additional Automated Teller Machines on the Airport, and Licensee agrees to operate such additional machine or machines when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such premises as may be so identified will be subject to the provisions of all the Articles of this agreement, including a fixed license fee of \$20.00 per square foot per year, and will be indicated on Exhibits added hereto and made a part hereof.

## Article II

## Term

The term of this Agreement shall be for a period of four (4) years, beginning on \_\_\_\_\_, 1983, the day of approval of authorizing ordinance by the City Council of the City of Chicago and shall terminate four (4) years thereafter.

In addition, Licensee upon termination of this Agreement shall have the right of separate renegotiation, for two successive three year periods, for the operation of Automated Teller Machines on the Airport, on the same terms and conditions as offered by others, if any Automated Teller Machines or machines of substantially similar usage are allowed to be operated on the Airport by any other individual, firm or corporation. In subsequent agreements, if any, the fixed license fee will be the square foot charge then currently being assessed to other new or renewing concessionaires and licensees at the time of renegotiation of this Agreement.

In the event that air transportation operations are discontinued at one or more of the airport covered by this Agreement, then the terms and conditions of this agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

## Article III

## License Fee

A. Fixed and Percentage Fee to be paid. During the term of this Agreement Licensee agrees to pay Licensor as fixed license fee: 1) the sum of \$20.00 per square foot per year for the concession area, with payment of the said annual license fee thereon due in advance. 2) As additional percentage license fee, Licensee agrees to pay Licensor a sum equal to 20% of that portion of gross revenues, derived from each Automated Teller Machine at Chicago O'Hare International Airport, in any calendar month that exceeds the amount of Three Thousand Five Hundred (\$3,500.00) Dollars.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross revenues for said calendar month for any month in which such additional percentage license fee is due.

Licensee or any entity, acting as Licensee's agent, that provides 100% of the gross revenues, shall furnish a separate monthly report of gross revenues at Chicago O'Hare International Airport, certified by an officer of Licensee, or its agent, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for license fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Revenues" required by paragraph C of Article III.

B. Records of Licensee. The Licensee shall, with respect to business done by it in said Automated Teller Machine operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross revenues of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said Automated Teller Machine concession areas. All records and methods of accounting used by Licensee shall be approved by the City Comptroller and the Comptroller of the currency of the United States. The terms "gross revenues," as used herein, shall be construed to mean, for all

the purposes hereof, the aggregate amount of all the Automated Teller Machines interchange fees, regardless of when or whether paid for or not, together with the aggregate amount of all services for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. The term "gross revenues" includes all service fees paid to Licensee or its agent by any institution, including Licensee or its agent, for the use of the Automated Teller Machines; such service fees normally referred to as interchange or terminal sharing fees. "Gross Revenues" do not include transaction amounts such as deposits, withdrawals or transfers by customers or any charges to the customers for use of the machines by the institutions involved. Also, excluded from "gross revenues" are those fees paid by institutions to Licensee, its agent or a third party, for use or rental of the "switch", if such switch fee is separately paid by the sharing institutions. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. The internal controls should include features normally employed by well managed operations. The internal control procedures must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any change to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

C. Books, Records, and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts, and records wherein are kept all entries reflecting its operation at the airports under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days after the close of each calendar year or fiscal year, as previously elected, or the termination of the agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Revenues" representing revenues by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public account must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of fees reported to the City of Chicago by Continental Illinois National Bank and Trust Company of Chicago a Delaware corporation for the year ended \_\_\_\_\_ relating to the Automated Teller Machine concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and Continental Illinois National Bank and Trust Company of Chicago, a Delaware Corporation dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of revenues showing gross revenues of \_\_\_\_\_ presents fairly the amount of gross revenue, as defined in the Agreement, for the year ended \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, reasonably require relating to sales at Chicago O'Hare International Airport.

D. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

E. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

#### Article IV

##### General Description of the Concession

A. The term Automated Teller Machine ("machine") shall mean a customer operated device defined: (1) as an Automated Teller Machine under Chapter 17 of the Illinois Revised Statutes; (2) as a customer bank communication terminal by the Comptroller of the Currency; (3) as an automated teller machine as defined by the Federal Deposit Insurance Corporation; (4) or as a remote service unit by the Federal Home Loan Bank Board. The term Automated Teller Machine concession in this Agreement shall mean one or more Automated Teller Machines in one contiguous location.

B. Conflicts between Concessions. In the event of a conflict between the Automated Teller Machine Concession and any other Licensee or Concessionaire at the Airports as to the services to be performed by the respective Concessionaire or Licensee, Licensee agrees that the Commissioner of Aviation shall make the final decision and Licensee agrees to be bound by such decision of the Commissioner of Aviation, however, Licensee may perform such services as an Automated Teller Machine concessionaire as are permitted under state and federal law.

#### Article V

##### Investment by the Licensor and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to completely remodel, and expand to the extent necessary the present and any additional areas where ATM's are to be located at the Terminal at Chicago O'Hare International Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should Licensee install additional Automated Teller Machines, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities, as defined in Article I., C. herein.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A", "B", and "C" attached hereto, the Licensor, in any enlarged and/or additional Automated Teller Machine concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All improvements as required not provided by the Licensor including, but not limited to, counters, cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, as required furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.



- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago O'Hare International Airport:

1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the airport.

2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Building shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor.

5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the demised premises in good and serviceable condition and repair.

6) Licensee shall keep the concession area and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this agreement.

#### Article VI

##### Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago O'Hare International Airport shall remain open to serve the public twenty-four (24) hours each day, however, recognition is given to the necessity for periodical repair and maintenance and reliance on the operability of interchange systems.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Service offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the demised premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airports.

E. Automated Teller Machine Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

F. Maintenance. Licensee shall maintain all of its improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary.

#### Article VII

##### Service to be Performed by the Licensor

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and Licensor will furnish no janitorial material or supplies for the concession areas.

#### Article VIII

##### Cancellation by Licensee

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to one or more of the municipal airports under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of one or more of said airports, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of one or more of such airports, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The default by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such default for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

- (5) Transaction volume at any of these sites fall to 50% of the "Baseline" volume for three consecutive months. "Baseline" volume is defined as the average transaction volume of the six months preceding the three consecutive months of low volume.

#### Article IX

##### Property Rights Upon Termination

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this agreement, including but not limited to, the enclosure walls and doors, however, title to the Automated Teller Machine, signage and telecommunications equipment shall remain in Licensee and may be removed by Licensee upon restoration of premises.

#### Article X

##### Damage or Destruction of Premises

Should any portion of the concession areas hereby be partially damaged by Fire or other casualty, but not be rendered unusable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the fixed license fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises unusable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the fixed license fee payable hereunder shall, if the damage is to the premises situated at Chicago O'Hare International Airport, abate proportionately from the date of such damage until such time as the said premises shall again be usable. The percentage licensee fee provided hereunder shall not be affected by such circumstances.

Should any portion of the concession areas hereby be so extensively damaged by fire or other casualty as to render the same unusable and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at Chicago O'Hare International Airport, the fixed licensee fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airports shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the concession areas which are located in the terminal building so destroyed.

Should the terminal building at Chicago O'Hare International Airport be damaged by fire or other casualty or should any alternations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to Licensee's premises therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

#### Article XI

##### Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

#### Article XII

##### Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concession at Chicago airports. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

#### Article XIII

##### Indemnity

The Licensee does hereby covenant and agree to indemnify, save harmless and defend the Licensor from all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, except insofar as same are caused by the wrongful or negligent act of Licensor, its employees, agents or representatives.

#### Article XIV

##### Inspection

The Licensee shall allow the Licensor's authorized representative access to the concession areas at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

#### Article XV

##### Ingress and Egress

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the concession areas provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable and at such times so as not to interfere with normal airport operations.

#### Article XVI

##### Assignment and Subletting

The Licensee shall not assign transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any estate created thereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the

written consent of the City Council being first obtained with the exception of a financial institution member of The Association for Shared Electronic Funds Transfer, d/b/a Money Network or Plus System, Inc., acting as an agent of Continental Illinois National Bank and Trust Company of Chicago, or to its parent or affiliated corporation. Any such assignment shall be made a part hereof as Attachment I, and does not relieve Licensee from full performance of all covenants of this Agreement.

#### Article XVII

##### Signs

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Licensor will include generic directional signage for the Licensee in its next revision of Licensor's sign program, following the effective date of this agreement.

#### Article XVIII

##### Redelivery

Licensee will make no unlawful or offensive use of said premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceable, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensor.

#### Article XIX

Subject to Airline Agreements, Nondiscrimination and F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48 Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### Non-Discrimination in the use of the Premises by Licensee

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

#### Article XX

##### Non-Waiver

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

#### Article XXI

##### Default

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of license fee for a period of sixty (60) days, or if Licensee shall fail to operate the facilities herein as required or of said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fee or if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice enter into, and upon said concession area or any part thereof and in the name of the whole, and repossess the same of its former estate, if any, forcibly if necessary, without being deemed guilty or trespass and without prejudice to any remedy which otherwise might be used, for arrears of license fee or preceding breach of covenant. On the reentry aforesaid, this agreement shall terminate.

#### Article XXII

##### Independence of Agreement

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

## Article XXIII

## Rules, Regulations, Laws, Ordinances and Licenses

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airports and shall obtain and maintain all permits and licenses necessary for its operation at the airports. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the concession areas for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary in the proper functioning of the Airports. Should such relocation result in the location of the concession in an area of less favorable traffic flow, Licensee may request cancellation of the Agreement.

## Article XXIV

## Notices

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 231 South LaSalle Street, Chicago, Illinois 60692, or to such other addresses as the parties may designate to each other in writing from time to time.

## Article XXV

## Paragraph Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

## Article XXVI

## Invalid Provisions

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

## Article XXVII

## Prohibition of Recordation

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_, (C. J. P. pp \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

ATTEST:

CITY OF CHICAGO  
a municipal corporation

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
COMMISSIONER OF AVIATION

\_\_\_\_\_  
CITY COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ASSISTANT CORPORATION COUNSEL

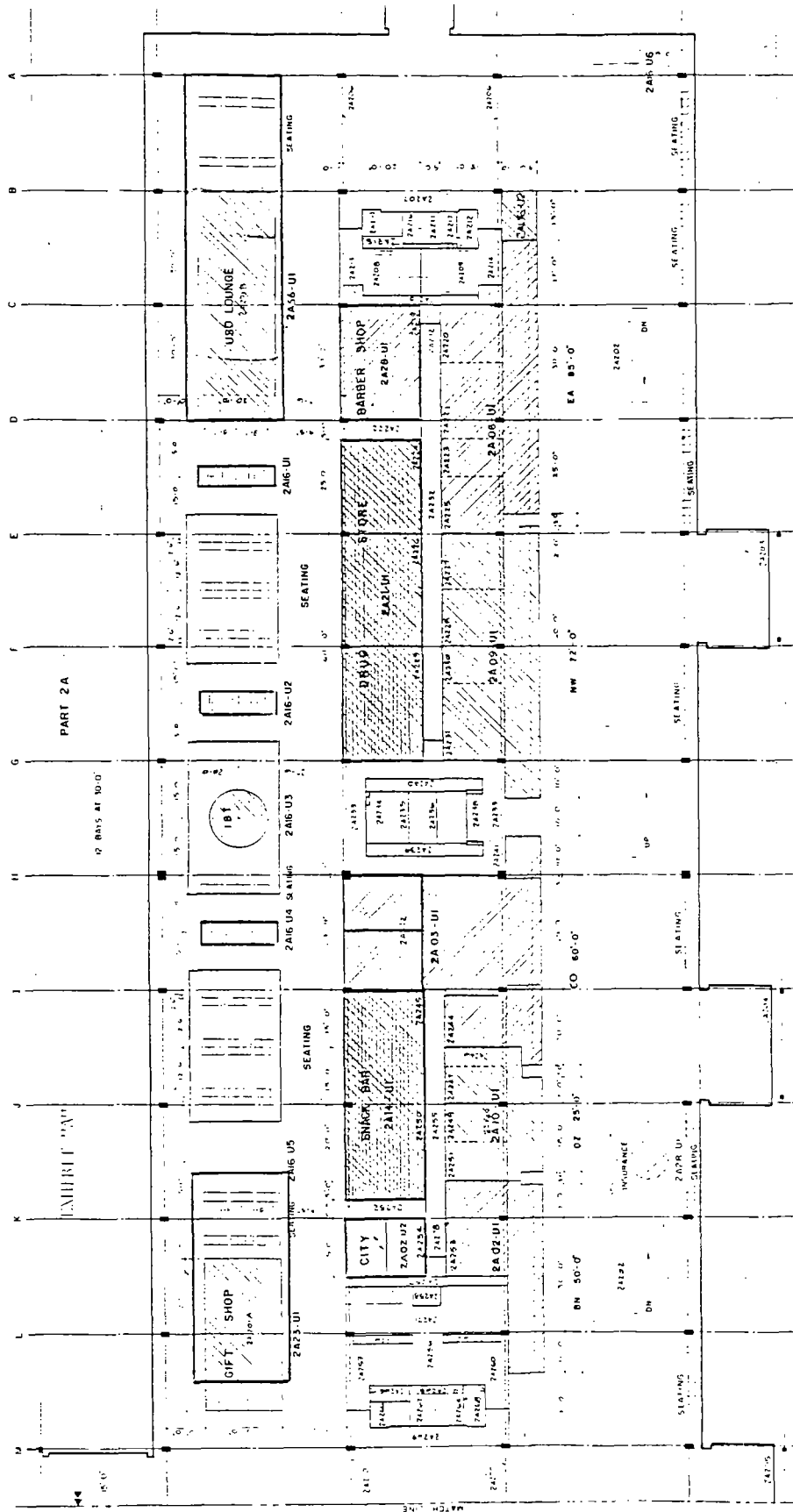
CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

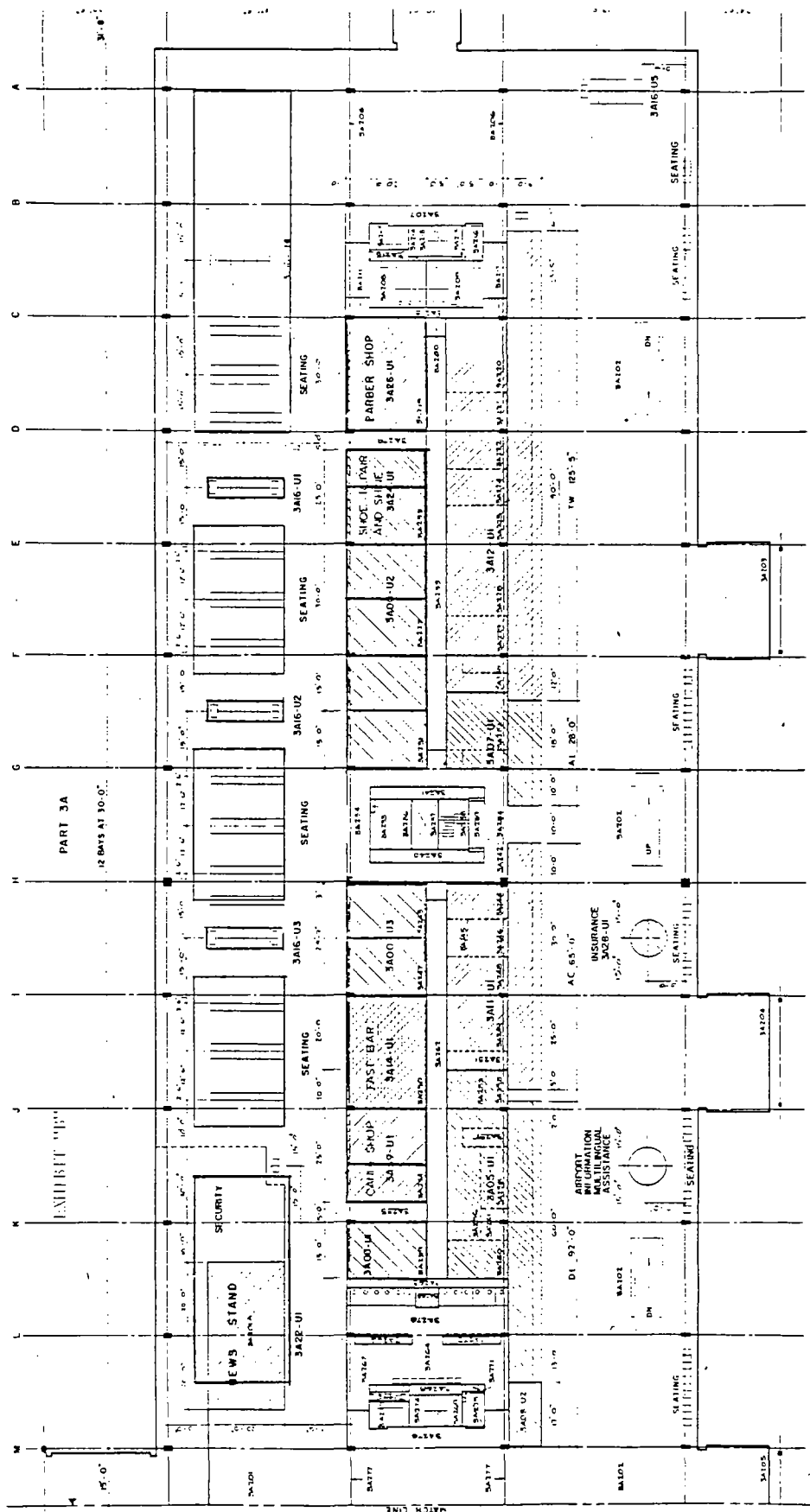
\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY









(Continued from page 4837)

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone-46.

*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. An Automated Teller Machine Concession License Agreement between the City of Chicago and First National Bank of Chicago, in the form attached hereto, at Chicago O'Hare International Airport, is hereby authorized and approved. The Mayor is authorized to execute said Automated Teller Machine Concession License Agreement on behalf of the City, and the City Clerk is authorized and directed to attest the same and affix thereto the corporate seal of the City, subject to the approval of the Commissioner of Aviation, City Comptroller, and the Corporation Counsel as to form and legality.

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

[Automated Teller Machine Concession License Agreement  
printed on pages 4854 thru 4868 of this Journal.]

**Authority Granted for Hangar, Hangar Site and Aviation  
Sales and Service Agreement Between City and  
Aviation Red Carpet Services, Inc.**

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 6, 1984) authorizing hangar, hangar site and aviation sales and service agreements between the City of Chicago and Aviation Red Carpet Services, Inc., at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, with said agreement, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone-46.

*Nays*--None.

(Continued on page 4869)

AUTOMATED TELLER MACHINE CONCESSION LICENSE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1983, between the City of Chicago, a Municipal Corporation of Illinois (hereinafter referred to as "Licensor") and The First National Bank of Chicago, an Illinois Corporation, (hereinafter referred to as "Licensee").

## WITNESSETH:

WHEREAS, Licensor owns and operates the Airports known as Chicago O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

WHEREAS, Licensee desires to operate Automated Teller Machines with certain rights in the Airports Terminal Buildings; and

WHEREAS, the Licensor deems it advantageous to itself and to its operation of the Airports to grant unto the Licensee the Automated Teller Machine concession areas and rights, licenses and privileges as herein set forth; now, therefore.

## Article I

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby allow Licensee to use upon the conditions hereinafter set forth, all of which Licensee accepts, at Chicago O'Hare International Airport for joint use in common with others, a portion of:

- 1) Space No. 2A-00-U1, consisting of approximately 55 square feet, in Terminal Building II;
- 2) Space No. 3A-00-U1, consisting of approximately 55 square feet, in Terminal Building III;
- 3) Space No. 3C-00-U1, consisting of approximately 60 square feet, in Terminal Building III A;

as indicated on Exhibits "A", "B", and "C" attached hereto and made a part hereof, said space to be used for the purpose of operating an Automated Teller Machine concession and for no other purpose, said space to be hereinafter referred to as the "concession area".

B. Operating Rights. The Licensor grants to Licensee a non-exclusive privilege, in common with others that the Licensor may from time to time authorize, to operate Automated Teller Machines on, upon and from the Airports, and for no one other purpose whatsoever; provided, however, that the Licensor will not grant to any other individual, firm or corporation during the initial term of this agreement, a privilege to operate Automated Teller Machines on, upon and from the Airports under financial terms more favorable to such other individual, firm or corporation than those contained herein, including the minimum guaranty, percentage fee, fixed license fee, and performance bond requirements, or more favorable space locations.

C. Additional Locations. The Licensor reserves the right to request Licensee to operate additional Automated Teller Machines on the Airport, and Licensee agrees to operate such additional machine or machines when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such premises as may be so identified will be subject to the provisions of all the Articles of this agreement, including a fixed license fee of \$20.00 per square foot per year, and will be indicated on Exhibits added hereto and made a part hereof.

## Article II

## Term

The term of this Agreement shall be for a period of four (4) years, beginning on                     , 1983, the day of approval of authorizing ordinance by the City Council of the City of Chicago and shall terminate four (4) years thereafter.

In addition, Licensee upon termination of this Agreement shall have the right of separate renegotiation, for two successive three year periods, for the operation of Automated Teller Machines on the Airport, on the same terms and conditions as offered by others, if any Automated Teller Machines or machines of substantially similar usage are allowed to be operated on the Airport by any other individual, firm or corporation. In subsequent agreements, if any, the fixed license fee will be the square foot charge then currently being assessed to other new or renewing concessionaires and licensees at the time of renegotiation of this Agreement.

In the event that air transportation operations are discontinued at one or more of the airport covered by this Agreement, then the terms and conditions of this agreement, in so far as they pertain to such airport or airports shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or rentals or to other specific conditions of termination or cancellation contained herein. All other terms and conditions will remain in effect.

## Article III

## License Fee

A. Fixed and Percentage Fee to be paid. During the term of this Agreement Licensee agrees to pay Licensor as fixed license fee: 1) the sum of \$20.00 per square foot per year for the concession area, with payment of the said annual license fee thereon due in advance. 2) As additional percentage license fee, Licensee agrees to pay Licensor a sum equal to 20% of that portion of gross revenues, derived from each Automated Teller Machine at Chicago O'Hare International Airport, in any calendar month that exceeds the amount of Three Thousand Five Hundred (\$3,500.00) Dollars.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross revenues for said calendar month for any month in which such additional percentage license fee is due.

Licensee or any entity, acting as Licensees agent, that provides 100% of the gross revenues, shall furnish a separate monthly report of gross revenues at Chicago O'Hare International Airport, certified by an officer of Licensee, or its agent, to the City Comptroller and the Commissioner of Aviation.

Additional payments, required by adjustments, if any, for license fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Revenues" required by paragraph C of Article III.

B. Records of Licensee. The Licensee shall, with respect to business done by it in said Automated Teller Machine operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross revenues of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said Automated Teller Machine concession areas. All records and methods of accounting used by Licensee shall be approved by the City Comptroller and the Comptroller of the currency of the United States. The terms "gross revenues," as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all the Automated Teller Machines interchange fees, regardless of when or whether paid for or not, together with the aggregate amount of all services for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. The term "gross revenues"

includes all service fees paid to Licensee or its agent by any institution, including Licensee or its agent, for the use of the Automated Teller Machines; such service fees normally referred to as interchange or terminal sharing fees. "Gross Revenues" do not include transaction amounts such as deposits, withdrawals or transfers by customers or any charges to the customers for use of the machines by the institutions involved. Also, excluded from "gross revenues" are those fees paid by institutions to Licensee, its agent or a third party, for use or rental of the "switch", if such switch fee is separately paid by the sharing institutions. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. The internal controls should include features normally employed by well managed operations. The internal control procedures must be described by the Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any change to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

C. Books, Records, and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts, and records wherein are kept all entries reflecting its operation at the airports under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days after the close of each calendar year or fiscal year, as previously elected, or the termination of the agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Revenues" representing revenues by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public account must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of fees reported to the City of Chicago by The First National Bank of Chicago an Illinois corporation for the year ended \_\_\_\_\_ relating to the Automated Teller Machine concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and The First National Bank of Chicago, an Illinois Corporation dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of revenues showing gross revenues of \_\_\_\_\_ presents fairly the amount of gross revenue, as defined in the Agreement, for the year ended \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as the City may, from time to time, reasonably require relating to sales at Chicago O'Hare International Airport.

D. Pro Rata Payment. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

E. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of thirty (30) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of ten (10%) percent per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee in which event the legal rate of interest shall prevail.

#### Article IV

##### General Description of the Concession

A. The term Automated Teller Machine ("machine") shall mean a customer operated device defined: (1) as an Automated Teller Machine under Chapter 17 of the Illinois Revised Statutes; (2) as a customer bank communication terminal by the Comptroller of the Currency; (3) as an automated teller machine as defined by the Federal Deposit Insurance Corporation; (4) or as a remote service unit by the Federal Home Loan Bank Board. The term Automated Teller Machine concession in this Agreement shall mean one or more Automated Teller Machines in one contiguous location.

B. Conflicts between Concessions. In the event of a conflict between the Automated Teller Machine Concession and any other Licensee or Concessionaire at the Airports as to the services to be performed by the respective Concessionaire or Licensee, Licensee agrees that the Commissioner of Aviation shall make the final decision and Licensee agrees to be bound by such decision of the Commissioner of Aviation, however, Licensee may perform such services as an Automated Teller Machine concessionaire as are permitted under state and federal law.

#### Article V

##### Investment by the Licensor and Licensee

A. Licensee agrees, as a necessary condition of this agreement, to completely remodel, and expand to the extent necessary the present and any additional areas where ATM's are to be located at the Terminal at Chicago O'Hare International Airport. This construction is to begin within sixty (60) days after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Should Licensee install additional Automated Teller Machines, Licensee agrees to provide them in the manner specified in this article and at a minimum cost to the Licensee to be negotiated at such time as the Commissioner may request such enlarged and/or additional facilities, as defined in Article I., C. herein.

B. Installations by the Licensor and by the Licensee. As in the concession area designated on Exhibit "A", "B", and "C" attached hereto, the Licensor, in any enlarged and/or additional Automated Teller Machine concession areas, will provide:

- (1) Finished floors
- (2) Finished acoustical tile ceiling
- (3) General illumination
- (4) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

In these same spaces the Licensee will provide:

- (1) All improvements as required not provided by the Licensor including, but not limited to, counters, cabinets, interior and exterior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, as required furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.



- (3) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals, and subject to the prior written approval of the Commissioner of Aviation.
- (4) Electricity (110/208 volts, 3 phase) and outlets provided in suitable numbers and location.

C. Improvements, Equipment and Decor Installed by Licensee at Chicago O'Hare International Airport:

1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the airport.

2) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Building shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications.

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor.

5) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the demised premises in good and serviceable condition and repair.

6) Licensee shall keep the concession area and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien.

D. Concession Area Layout and Decoration. The Licensee shall be entitled to layout the space as it desires, subject to written approval of the Commissioner of Aviation in advance of any installation.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this agreement.

Article VI

Services to be Performed by Licensee

A. Hours of Operation. The concession at Chicago O'Hare International Airport shall remain open to serve the public twenty-four (24) hours each day; however, recognition is given to the necessity for periodical repair and maintenance and reliance on the operability of interchange systems.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Service offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. The Licensee shall not employ any person or persons in or about the demised premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interests of the Licensor.

D. Laws, Ordinances, etc. The Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state and municipal governments which may be applicable to its operations at the Airports.

E. Automated Teller Machine Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to fees all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.

F. Maintenance. Licensee shall maintain all of its improvements, trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary.

#### Article VII

##### Service to be Performed by the Licensor

The Licensor will maintain the structure, the roof and outer walls of the Terminal Buildings.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and Licensor will furnish no janitorial material or supplies for the concession areas.

#### Article VIII

##### Cancellation by Licensee

This Agreement shall be subject to cancellation by the Licensee to the extent that its provisions apply to one or more of the municipal airports under Licensor's management and control in the event of any one or more of the following events:

- (1) The permanent abandonment of said airport as air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of one or more of said airports, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of one or more of such airports, and the remaining in force of such injunction for a period of at least ninety (90) days.
- (4) The default by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such default for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

- (5) Transaction volume at any of these sites fall to 50% of the "Baseline" volume for three consecutive months. "Baseline" volume is defined as the average transaction volume of the six months preceding the three consecutive months of low volume.

#### Article IX

##### Property Rights Upon Termination

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this agreement, including but not limited to, the enclosure walls and doors, however, title to the Automated Teller Machine, signage and telecommunications equipment shall remain in Licensee and may be removed by Licensee upon restoration of premises.

#### Article X

##### Damage or Destruction of Premises

Should any portion of the concession areas be partially damaged by Fire or other casualty, but not be rendered unusable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the fixed license fee payable hereunder. In the event, however, that such damage is so extensive as to render any portion of the premises unusable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the fixed license fee payable hereunder shall, if the damage is to the premises situated at Chicago O'Hare International Airport, abate proportionately from the date of such damage until such time as the said premises shall again be usable. The percentage licensee fee provided hereunder shall not be affected by such circumstances.

Should any portion of the concession areas hereby be so extensively damaged by fire or other casualty as to render the same unusable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, if the damage is to the premises situated at Chicago O'Hare International Airport, the fixed licensee fee payable hereunder with respect thereto shall abate.

In the event that the terminal building in any of the Airports shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the concession areas hereby which are located in the terminal building so destroyed.

Should the terminal building at Chicago O'Hare International Airport be damaged by fire or other casualty or should any alternations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to Licensee's premises therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

#### Article XI

##### Insurance

Licensee, at the expense of Licensee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as approved by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Licensor and/or Licensee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Licensor as Co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts to be procured, Licensee shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this Agreement as attachments thereto. In any event, Licensee is not to commence or to exercise any of the rights and privileges granted under this Agreement until such time as all insurance to be furnished by Licensee is in full force and effect.

Licensee expressly understands and agrees that any insurance protection furnished by Licensee hereunder shall in no way limit its responsibility to indemnify and save harmless Licensor under the provisions of Article XIII of this Agreement.

#### Article XII

##### Employment Preference

Licensee agrees that it will use its best efforts to employ residents of the City of Chicago in the operation of its concession at Chicago airports. Licensor shall have access to all employment information regarding prospective and existing personnel, including but not limited to: newspaper advertisements, employment applications and hiring and termination data to determine compliance with this article. The information obtained thereby may be used in the consideration of the grant of future concession rights.

#### Article XIII

##### Indemnity

The Licensee does hereby covenant and agree to indemnify, save harmless and defend the Licensor from all fines, suits, claims, demands and actions of any kind and nature including antitrust claims, by reason of any and all of its operation hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property, except insofar as same are caused by the wrongful or negligent act of Licensor, its employees, agents or representatives.

#### Article XIV

##### Inspection

The Licensee shall allow the Licensor's authorized representative access to the concession areas at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

#### Article XV

##### Ingress and Egress

Subject to regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of ingress to and egress from the concession areas; provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable and at such times so as not to interfere with normal airport operations.

#### Article XVI

##### Assignment and Subletting

The Licensee shall not assign transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any estate created thereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises, without the

written consent of the City Council being first obtained with the exception of a financial institution member of Cash Station, Inc. or Cirrus System, Inc., acting as an agent of The First National Bank of Chicago, or to its parent or affiliated corporation. Any such assignment shall be made a part hereof as Attachment I, and does not relieve Licensee from full performance of all covenants of this Agreement.

#### Article XVII

##### Signs

Licensee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises herein, the terminal buildings, or the Airports, any signs or other similar advertising device without first having obtained the Commissioner of Aviation's written consent thereto.

Licensors will include generic directional signage for the Licensee in its next revision of Licensors sign program, following the effective date of this agreement.

#### Article XVIII

##### Redelivery

Licensee will make no unlawful or offensive use of said premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensors and those having its estate in the premises, peaceable, quietly and in as good order and condition, reasonable use and wear expected, as the same now are or may hereafter be placed by the Licensee or the Licensors.

#### Article XIX

Subject to Airline Agreements, Nondiscrimination and F.A.A. Requirements.

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensors agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of

Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48 Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### Non-Discrimination in the use of the Premises by Licensee

This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

#### Article XX

##### Non-Waiver

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

#### Article XXI

##### Default

These entire Agreements are made upon this condition, that if the Licensee shall be in arrears in the payment of license fee for a period of sixty (60) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply to any default in payment of license fee or if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor, or the Commissioner of Aviation lawfully may, at its option, immediately or any time thereafter, without demand or notice enter into, and upon said concession area or any part thereof and in the name of the whole, and repossess the same of its former estate, if any, forcibly if necessary, without being deemed guilty or trespass and without prejudice to any remedy which otherwise might be used, for arrears of license fee or preceding breach of covenant. On the reentry aforesaid, this agreement shall terminate.

#### Article XXII

##### Independence of Agreement

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Licensee as the agents, representatives or employees of the Licensor for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

## Article XXIII

## Rules, Regulations, Laws, Ordinances and Licenses

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airports and shall obtain and maintain all permits and licenses necessary for its operation at the airports. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the concession areas for other areas of equivalent size where and when in the opinion of said Commissioner it is necessary in the proper functioning of the Airports. Should such relocation result in the location of the concession in an area of less favorable traffic flow, Licensee may request cancellation of the Agreement.

## Article XXIV

## Notices

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at One First National Plaza, Chicago, Illinois 60670, or to such other addresses as the parties may designate to each other in writing from time to time.

## Article XXV

## Paragraph Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

## Article XXVI

## Invalid Provisions

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

## Article XXVII

## Prohibition of Recordation

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_, (C. J. P. pp \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

ATTEST:

CITY OF CHICAGO  
a municipal corporation

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
COMMISSIONER OF AVIATION

\_\_\_\_\_  
CITY COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ASSISTANT CORPORATION COUNSEL

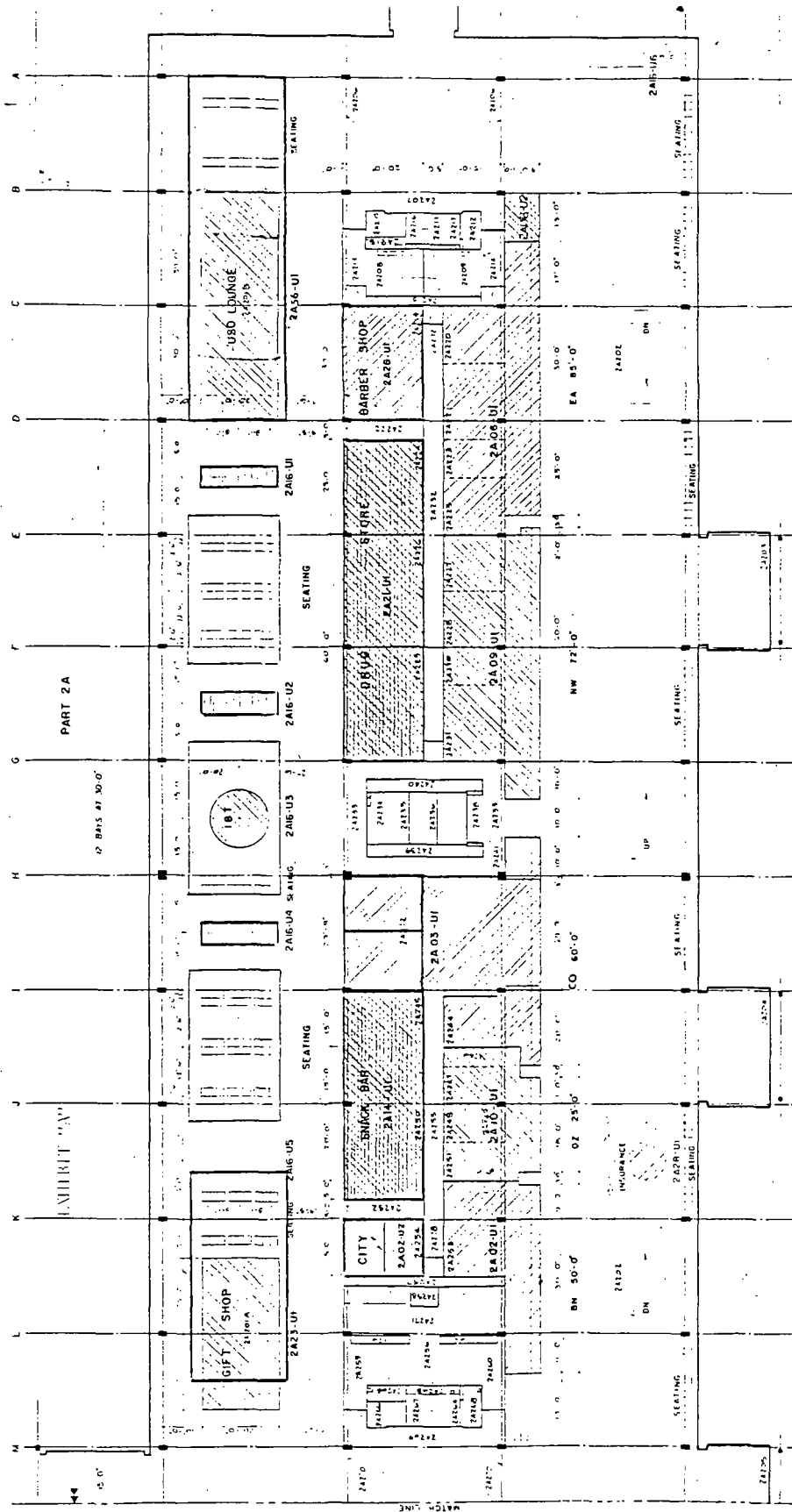
THE FIRST NATIONAL BANK OF CHICAGO

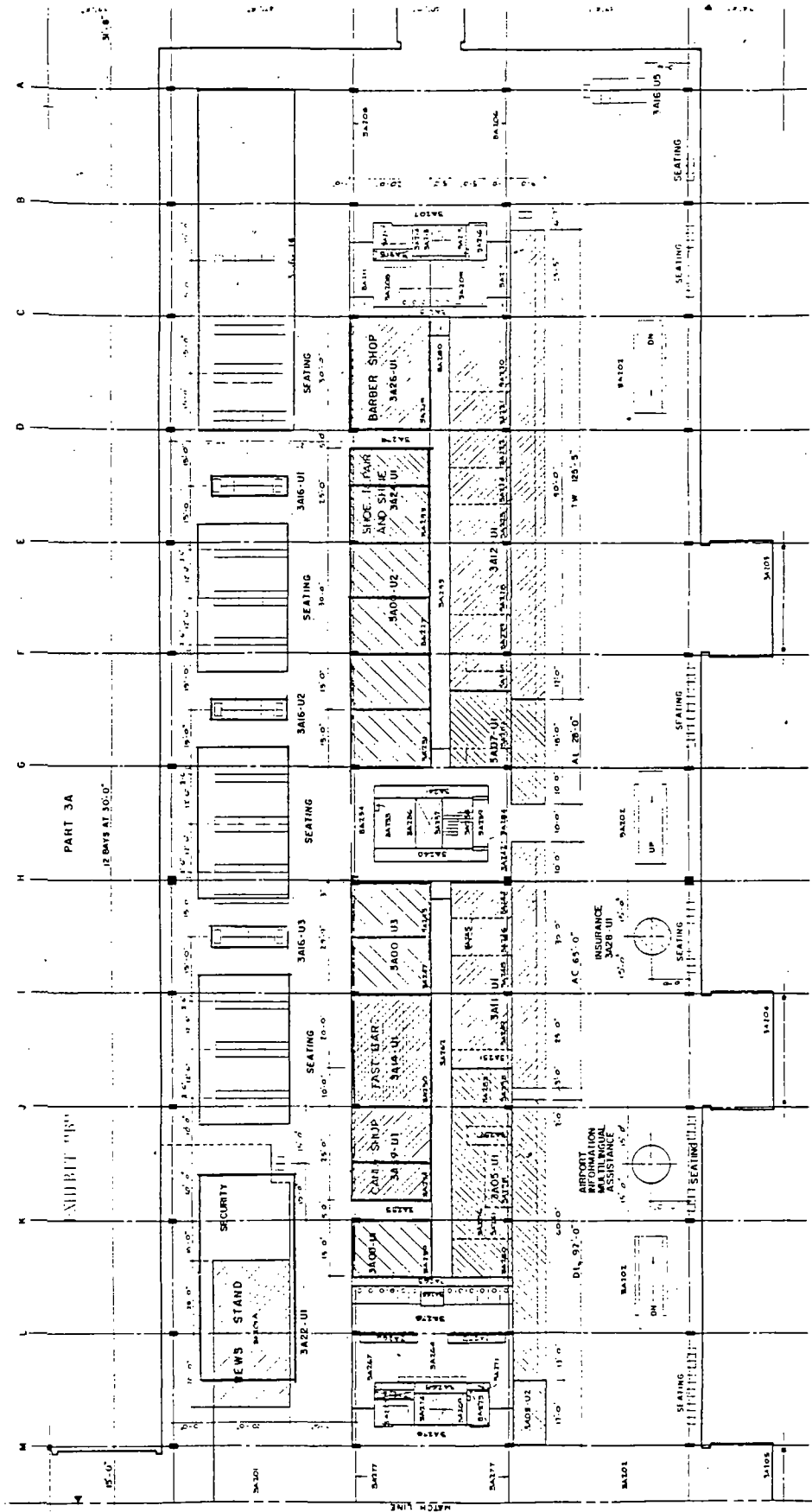
\_\_\_\_\_  
PRESIDENT

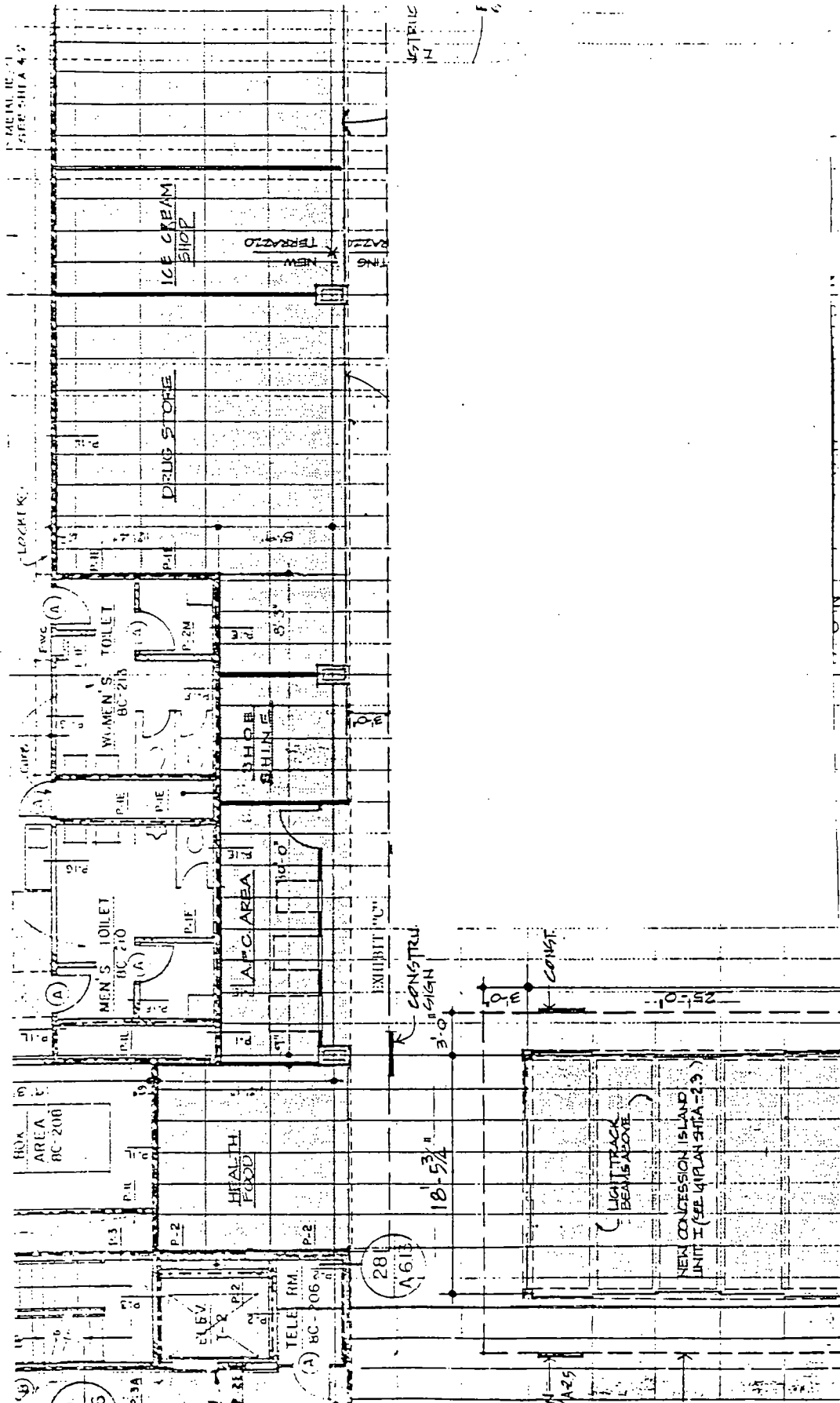
ATTEST:

\_\_\_\_\_  
SECRETARY









(Continued from page 4853)

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between Aviation Red Carpet Services, Inc., and the City of Chicago for certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Hangar, Hangar Site and Aviation Sales and Service  
Agreement printed on pages 4870 thru 4899  
of this Journal.]

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

**Authority Granted for Hangar, Hangar Site and Aviation  
Sales and Service Agreement Between City and  
Butler Aviation-Midway, Inc.**

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 6, 1984) authorizing hangar, hangar site and aviation sales and service agreements between City of Chicago and Butler Aviation-Midway, Inc., at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, with said agreement, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is

(Continued on page 4900)

HANGAR, HANGAR SITE AND COMMERCIAL  
AVIATION SALES AND SUPPORT SERVICES AGREEMENT  
AT CHICAGO MIDWAY AIRPORT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") and AVIATION RED CARPET SERVICES, INC., an Illinois corporation (hereinafter referred to as "Tenant").

W I T N E S S E T H:

That City, for and in consideration of the terms and conditions hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport (hereinafter called "Airport") in the City of Chicago, County of Cook, State of Illinois, as shown on Exhibit A attached hereto.

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Airport.

B. Other existing agreements and leases between City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and City with reference to the conveyance by the United States to City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to City for airport purposes.

C. The right of City to further develop, improve, maintain, modify, and repair the landing area, the general aviation area, the Terminal Buildings and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant; provided that such further development improvement, maintenance, modification, or repair is not in conflict with Tenant's right to quiet and peaceful possession of the demised premises.

ARTICLE I - TRANSFER AND INDEPENDENCE OF AGREEMENT.

The Tenant shall not, without prior approval of City, transfer this agreement, or any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting an independent contractor to provide any of the commercial aviation support services on, in or from the demised premises which Tenant itself is or can be authorized to perform under 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 Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then City may, upon receiving proof that such change involves control by a person or company unqualified to operate the type of business authorized by this agreement, declare such change a breach thereof.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto.

## ARTICLE II - LEASE OF PREMISES, CONSTRUCTION OF, TITLE TO, AND AMORTIZATION OF FACILITIES.

Section 2.01 Premises. City for and in consideration of the covenants and agreements herein mentioned to be kept and performed by both parties hereto, does hereby demise to Tenant the premises designated as follows:

- (a) Parcel #1 Hangar and Hangar Site A: a hangar and a parcel of land totaling approximately 37,595 square feet, together with an aircraft parking area of approximately 25,000 square feet north of the taxiway all as outlined in red and designated as plats S-1, S-14B and a contiguous 5,700 square foot triangular shaped area on Exhibit C and C-a attached hereto and by this reference made a part hereof.
- (b) Parcel #2 Hangar and Hangar Site B: a hangar and a parcel of land totaling approximately 46,616 square feet, all as outlined in blue and designated as plat S-2 on Exhibit C attached hereto.
- (c) Parcel #3 Site C: Tenant shall have an option, for 3 years, to develop an additional parcel of land totaling approximately 160,000 square feet as a hangar site, all as outlined in green and designated as plats W-14 and W-15 on Exhibit C attached hereto. City shall use its best efforts during the option period to substitute another parcel of land of approximately the same size for development by Tenant in closer proximity to Parcels #1 and #2.

Section 2.02 Construction. If Tenant elects to develop Parcel #3, then Tenant, after securing necessary permits therefor, shall, at its own cost and expense, erect and install on the demised premises a hangar, ramp area, and other related structures and associated site work (hereinafter referred to as "the Project"), at a minimum capital expenditure of not less than \$2,000,000, including architect's and engineer's fees, costs of plans and specifications, and other costs incidental to such erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation (hereinafter called the "Commissioner") and the Commissioner of Public Works. Tenant agrees to pay in full, within 30 days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners

of Aviation and Public Works. This fee, if required, shall be based upon a schedule of professional service charges which is reasonable and customary for architectural and engineering reviews of similar scope. The Project shall be completed, except for minor punch list items, within 24 months after receiving final written approval from the City of Tenant's plans and specifications.

(a) During the period of construction, all construction work, workmanship, materials, and installation involved or incidental to the construction of the improvements shall be subject at reasonable times during normal business hours to inspection by City, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications.

(b) Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of the construction or rehabilitation required by this agreement including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, with a separate breakdown of the cost of construction of aircraft tie-down and aircraft parking areas within 60 days after the completion of the construction thereof, and shall, if requested by City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within 60 days after its receipt whether said itemized statement and supporting invoices or other records meet with his approval or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by City within 60 days following receipt thereof. Upon approval of the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated hereinbelow; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such 60 day period. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

(c) In the event that the entire demised premises or such part thereof as City and Tenant mutually agree will substantially impair Tenant's ability to use the premises for the purpose specified in this agreement, are required for Airport purposes prior to the expiration of this agreement, the Commissioner of Aviation may, upon 60 days advance written notice to Tenant, direct Tenant to vacate the same. If Tenant is required to vacate all or a part of the demised premises in accordance with the foregoing provisions of this subsection (c), or in the event this agreement is terminated for any reason other than by action of City pursuant to Section 14.01, or action of the federal government pursuant to Section 14.03, City, within 60 days after Tenant's vacation of the premises, will pay to Tenant the unamortized portion of the cost of the construction or rehabilitation required by this agreement; such amortization to be computed on a straight-line basis over the initial term of this agreement. If this agreement is terminated by City pursuant to Section 14.01 prior to the end of the initial term of this agreement, and City thereafter leases the Project or any substantial part thereof to some person other than Tenant, City will require such other person to pay to Tenant the unamortized portion of the cost of the Project, or such part thereof, calculated as above provided. In the event City requires the demised premises or a substantial part thereof to be vacated in accordance with the foregoing provisions of this subsection (c), or in the event the premises or a

substantial part thereof are taken by some other governmental unit, City will use its best efforts to make available to Tenant another suitable location on the Airport at which it can conduct the business contemplated by this agreement.

(d) Prior to commencement of the major construction outlined hereinabove, the plans shall be submitted to the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner and the Commissioner of Public Works.

(e) Where the City has constructed or installed roadways and lines for water, sewage, electricity, gas, and storm drainage to the perimeter of the demised premises, Tenant, at its sole expense, shall have the right to construct, or have constructed or installed, similar roadways, lines, and facilities and to connect the same to water supply and sewage lines, and to receive all necessary utilities and services; provided, however, that Tenant shall secure all necessary applications and permits and shall pay all necessary application and permit fees and user charges occasioned thereby. City hereby grants any and all easements that may be necessary for the purpose of connecting, maintaining, repairing or replacing such roadways and lines.

Section 2.03 Title. Title to all present hangar and hangar site improvements is vested in the City and title to any future hangar or hangar site improvements as well as to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in City.

### ARTICLE III - TERM.

Section 3.01 Initial Terms. The initial term of the operating portion of this agreement, providing for the commercial aviation sales and support services agreed upon herein, will commence on \_\_\_\_\_, the date of authorizing ordinance by the City Council of the City of Chicago, and terminate on December 31, 2004 unless Tenant decides not to develop the Project, in which case the initial term will terminate on December 31, 1989. The initial term of the various parcels delineated in Section 2.01 are as follows:

For Parcel #1 - will commence on the effective date of the operating agreement and will terminate on December 31, 1989.

For Parcel #2 - will commence on the effective date of the operating agreement and will terminate on December 31, 1989.

For Parcel #3 - will commence on the date on which the Commissioner of Aviation approves in writing Tenant's written request to exercise its option to develop a new hangar and hangar site and will terminate on December 31, 2004.

Section 3.02 Five-Year Extension. If Tenant shall desire to extend the initial terms listed above in Section 3.01 for 5 more years, resulting in a new termination date for Parcels #1 and #2 of December 31, 1994, then Tenant shall notify the City in writing of its intention to do so no less than 1 year and no more than 2 years prior to the expiration of the initial terms. Following such notification, the City shall prepare a revised hangar building rental for the Parcels in question, based on 2 separate, current, fair-market real estate appraisals com-



missioned and paid for by the City. Tenant shall have 60 days after receipt of City's new rental terms to confirm or withdraw its option to extend this agreement on said Parcels.

Section 3.03 Commitment to Reconstruction. If Tenant shall desire to extend the term for Parcels #1 and #2 through the initial term of the operating portion of this agreement, December 31, 2004. Tenant agrees to invest a minimum of \$222,000 (in 1984 dollars) in 1993 and 1994 in capital improvements to Parcel #1 and a minimum of \$260,000 (in 1984 dollars) in 1993 and 1994 in capital improvements, to Parcel #2, or at earlier date with the approval of the Commissioner. Said improvements are not be mere maintenance items and will be subject to the same conditions established in Sections 2.02 and 2.03 hereinabove, except as to the amount of capital invested and to be shorter amortization periods. If by mutual agreement the City and the Tenant decide that such capital expenditures could be used to greater advantage as part of a program calling for the demolition of one or more of these older buildings and its replacement with a new structure, then the Commissioner may request a reopening of negotiations to draw up and recommend to the City Council a new agreement covering the Parcel or Parcels in question.

Section 3.04 Final Option to Extend. If Tenant shall desire to extend the term of the operating agreement and of any or all of the Parcels under this agreement from January 1, 2005 through December 31, 2009, then Tenant and City shall follow the same notification procedures, under the same time constraints, as specified immediately hereinabove and the City shall follow the same appraisal process as specified immediately hereinabove. An amendment will be prepared incorporating new rentals determined through the appraisal process as specified immediately hereinabove and after being executed by the Tenant, will be recommended by the Commissioner to the City Council for approval.

If Tenant continues in possession of the premises after the term of all or any of the Parcels has expired and not subject to its proper exercise of an option to extend, Tenant shall, at the option of the City, become a tenant from month-to-month under and upon the covenants, agreements, terms, and conditions set forth. Any such hold over tenancy may be terminated by either Tenant or City upon the giving of not less than a 30-day written notice of the intention to terminate.

Section 3.05 Other Terms and Conditions. Except for the changes in land and building rental covered in this ARTICLE III and the following ARTICLE IV all other terms and conditions remain the same during any extension of this agreement.

#### ARTICLE IV - RENT.

Section 4.01 Base Rent. (a) Tenant shall, during the term of this agreement, pay to the City as land rental each month, in advance, 1/12 of a total annual land rental for each year following the effective dates specified below for the separate parcels covered by this agreement, according to the schedule of rates established for airport land below:

For the years 1984 through 1987 - 25¢ per square foot per year.

For the years 1988 through 1992 - 35¢ per square foot per year.

For the years 1993 through 1997 - 45¢ per square foot per year.

For the years 1998 through 2002 - 55¢ per square foot per year.

For any years from 2003 through 2007 - 75¢ per square foot per year.

Rental shall be at the rate of 3¢ per square foot per year for the first year and 10¢ per square foot for the last 2 years of the option period for Parcel #3. Should the City be able to substitute another parcel of land more acceptable to Tenant during the first year of the option, then the rental for the balance of the first year will increase to 5¢ per square foot. The full annual rental rate specified immediately hereinabove shall apply as soon as the Commissioner has approved in writing Tenant's written request to develop or use this parcel or any portion of it. If Tenant fails to begin to develop Parcel #3 or any portion of it within the 3 year option period such undeveloped area or areas will revert to the City.

Tenant shall not, however, be billed for nor obliged to pay land rental on any aircraft tie-down and aircraft parking ramps which it constructs as a part of, and at the same time as, the Project or in the infield area off of the South ramp designated as part of Parcel #3. Tenant shall be allowed to amortize the cost of the construction of such areas at an annual rate equal to the rental rates per square foot specified immediately hereinabove times the number of square feet certified by the Commissioner of Aviation as qualifying for such amortization. The land rental specified in this Article shall become due and payable for these aircraft tie-down and parking areas on the occurrence of the sooner of the following events: a) the full amortization of the Tenant's cost of construction as determined in Section 2.02, or, b) the beginning of the extended term of the agreement for Parcel #3.

(b) Tenant shall also pay to the City a building rental for each of the existing buildings for each year of the respective years specified below, according to the following schedule with 1/12 of the stated amount payable each month, in advance:

Hangar A (Parcel #1): \$7,950.00 for the years 1984 through 1989.

Hangar B (Parcel #3): \$5,050.00 for the years 1984 through 1989.

Hangar rentals for these buildings for the years 1990 through 1994 are to be determined by the method covered in Section 3.02 hereinabove.

Where there is no building rental the land rental shall be hereinafter referred to as the Base Rent. Where a building rental is also involved Base Rent refers to the combination of the two rentals.

Any rental or fees payable by Tenant hereunder which are not paid within 5 days after the timely receipt of a notice of non-payment shall bear interest at the rate of 10% per year from the due date thereof until paid. Tenant shall pay on or before the first day of each month, in advance, to the Comptroller 1/12th of the annual amounts listed for the parcels designated in

ARTICLE II hereinabove. If any rental hereunder commences after the first day or terminates prior to the last day of the month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

Section 4.02 Fuel Fees. In addition to the fixed rent specified above, Tenant shall pay to City 5¢ per gallon on all aviation jet fuel and 6 1/2¢ per gallon on all aviation gas sold at the Airport from the effective date of the operating agreement through January 31, 1985. For the period February 1, 1985 through January 31, 1986 and each subsequent twelve month period or fraction thereof during the term of this agreement, Tenant shall pay the City fuel flowage fees equal to 5% of the average wholesale cost paid separately for jet fuel and aviation gas by all the approved fixed base operators at the Airport during the preceding calendar year, calculated to the nearest 1/10 of a cent. In no case, however, are such fuel flowage fees to go below 5¢ per gallon for jet fuel and 6 1/2¢ per gallon for aviation gas during the term of this agreement. Tenant further agrees to submit to the City by the 15th of December of each year records of all aviation fuel delivered to Tenant during the current calendar year through November and including the final month (December) of the previous calendar year with a breakdown as to types as specified in Section 6.07, (b) hereinafter below. These records, taken together with those submitted by the other authorized fixed base operators on the Airport, will provide the basis for the recalculation of fuel flowage fees provided for immediately hereinabove.

Tenant further agrees to pay City a minimum of 5¢ a gallon for automotive fuel sold at the Airport with the same procedure for an annual review and possible fee adjustment to guarantee the City a fee equal to 5% of the average wholesale cost of these products as delineated in this Section 4.02 for aviation jet fuel and aviation gas.

Section 4.03 Aircraft Sales and Percentage of Gross Receipts. In addition to the fixed rent and fuel fee specified above, Tenant during each lease year shall pay to City 2% of the first \$1,000,000 of "gross receipts" per year (as hereinafter defined in Section 6.07, (e)), 3% of any gross receipts over \$1,000,000 to \$4,000,000 per year and 4% of any gross receipts over \$4,000,000 per year, received by Tenant or any of its licensees, agents, or subtenants at the Airport, pursuant to the privileges and obligations authorized by this agreement in Section 5.02 and Section 5.03, except that Tenant will pay City for the sale of aircraft, whether new or used, on the following scale per aircraft:

|                                         |           |
|-----------------------------------------|-----------|
| Single engine piston aircraft . . . . . | \$ 50.00  |
| Light twin piston aircraft . . . . .    | \$ 100.00 |
| Other piston aircraft . . . . .         | \$ 150.00 |
| Turbo prop aircraft . . . . .           | \$ 200.00 |
| Corporate jet aircraft . . . . .        | \$ 300.00 |

which fees for the sale of aircraft will double after the 10th year of this agreement.

If Tenant holds a second or third agreement substantially the same as this agreement covering its operations on or from other demised premises on the Airport, then the annual gross receipts shall be cumulative for all such leases for purposes of calculating the percentage rental due to the City under this Section 4.03.

Section 4.04 Landing Fees. (a) Tenant shall pay the current landing fees in effect at Chicago Midway Airport for each landing at such airport of any of its own aircraft, whether such aircraft are being operated by Tenant for one of the purposes authorized under this agreement or for other reasons.

(b) Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.05 Minimum Guarantee. The minimum annual guarantee to be paid on the "Percentage of Gross Receipts" portion of Section 4.03 hereinabove shall initially be a sum equal to the total square feet of land under lease to Tenant times 10¢ per square foot. Options, if any, to add other areas, will increase the minimum annual guarantee according to the formula established in this Section 4.05 and will begin on the date such option(s) is exercised.

(a) This minimum will be adjusted beginning January 1, 1988, 1993, 1998, and 2003, by multiplying the rate of 10¢ per square foot per year by a fraction, the numerator of which is the Producer Price Index/All commodities ("PPI") published by the United States Department of Labor Statistics (1967 = 100) for each of the scheduled years of adjustment and the denominator of which is the PPI for 1983.

(b) As soon as is reasonably feasible in the years 1988, 1993, 1998, and 2003, City shall furnish Tenant with a statement showing (i) the amount of the new guaranteed annual minimum for the next 5 years, calculated according to the formula set forth in paragraph (a) immediately hereinabove, and (ii) the amount of any deficiency or excess with respect to the new annual minimum guarantee. Tenant shall pay deficiency to City as shown by such statement within 30 days after receipt of such statement. Tenant shall have the option, should there be an excess, of either asking for a refund or requesting that the excess be credited against payments next due hereunder.

(c) If the manner in which the PPI is determined by the Department of Labor shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have obtained if the PPI had not been so revised. If the 1967 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the PPI shall become unavailable to the public because publication is discontinued, or otherwise, City will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

Section 4.06 Place, Time, and Manner of Payment. On the first day of each month of each lease year, Tenant shall pay 1/12 of the annual minimum guarantee and the Base Rent as set forth in Section 4.01 of this agreement.

The fees and payments provided for in Section 4.02, that portion of Section 4.03 pertaining to the sale of aircraft, and Section 4.04 shall be payable on or before the 15th day of the succeeding month. Payments provided for in that portion of Section 4.03 pertaining to the percentage of gross receipts as defined in Section 6.07 (e) shall also be payable on or before the

15th day of the succeeding month, less the amount of the minimum guarantee established in Section 4.02 above, 1/12 of which is prepaid each month in advance, as previously prescribed. The reports specified in Section 6.07 (c) and (d) shall be forwarded with these payments.

All rent, fees, and other payments payable by Tenant to City under this agreement shall be payable at the Office of the City Comptroller, 121 North LaSalle Street, Room 501, City Hall, Chicago, Illinois, 60602.

Section 4.07 Sales to Parent, Subsidiaries, and Affiliates. Neither the fees specified in Section 4.02 nor the payments specified in Section 4.03 shall be payable by Tenant with respect to sales to or revenues received from (a) any person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant or (b) any corporation of which more than 50% of the capital stock is owned by Tenant or a person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant; provided that the products sold to, or the services rendered to, such person or corporation are used or consumed by, or rendered directly for the benefit of, such person or corporation and are not sold or rendered to a business, such as an airline or charter flight service, which is competitive with other businesses at the Airport.

#### ARTICLE V - OPERATING RESPONSIBILITIES AND RIGHTS OF TENANT.

Section 5.01 Scope of Support Services. Support services are to be provided by Tenant to users of the Airport under two categories: (1) Primary Commercial Support Services, and (2) Secondary Commercial Support Services. It is understood that the Primary Commercial Support Services are mandatory obligations imposed upon Tenant, to be performed either directly or by designee, whereas the provisions of the Secondary Commercial Support Services specified in Section 5.03 are permissive. Tenant, and such of its parents, subsidiaries and affiliates as are approved by the Commissioner of Aviation, shall have rights to perform both those primary and secondary services on the premises and on other areas of the Airport with the permission of those entitled to possession of such other areas. Tenant shall have the right to charge for any or all of these services provided such charges are fair and reasonable as provided for in Section 6.03.

Section 5.02 Primary Commercial Support Services. Tenant shall perform the following services during all hours as described in Section 6.04 for aircraft operating at the Airport and soliciting from Tenant any of the services usually supplied by a fixed base operator:

- (a) Arrival and departure guidance, supervision of parking of aircraft, ramp assistance, and fire guard service for departing aircraft, as required;
- (b) Transport for passengers, crew, and ordinary hand baggage between aircraft and Tenant's hangar or public passenger terminals on the Airport;
- (c) Flight line servicing of aircraft including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products;
- (d) On request only, render minor aircraft services such as windshield wiping, checking tires, checking oil or fluid levels which are sometimes not desired;

- (e) Associated customer terminal services, including:
  - (i) Assist aircraft passengers and crew in obtaining local transportation, lodging, and general Chicago area information;
  - (ii) Maintain weather teletype service or similar means of conveying weather information;
  - (iii) Receive and transmit brief Unicom radio messages for the convenience of airborne passengers or waiting visitors when feasible; and
  - (iv) Convey messages to arriving or departing passengers using facilities of Tenant.
- (f) At least one specialized area of airframe, aircraft engine, radio, avionics repair, or other specific type of aircraft repair or maintenance service, which specialized area Tenant is to choose, informing the Commissioner in writing of such choice, on or before the effective date of this agreement. Tenant may change its area of specialization upon informing the Commissioner in writing of its new area of specialization.
- (g) Leasing or rental of hangar and office areas for aviation use and of aircraft tie-down and parking space.

Section 5.03 Secondary Commercial Support Services. Subject to the written notification to the Commissioner of Aviation, Tenant may engage in all or any of the following business endeavors:

- (a) Sale of aircraft;
- (b) Leasing or rental of aircraft or providing air charter, airfreight or flight management services;
- (c) Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any parts or accessories therefor;
- (d) Repair and maintenance service for aircraft and aircraft engines, their components and accessories, including executive type jet aircraft;
- (e) Provide equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services including into-plane loading of fuel purchased by any other airport tenant or operator authorized by City to buy fuel directly from a supplier for delivery at Airport;
- (f) Sale of airman materials and supplies and other aeronautical items;
- (g) Leasing or rental of desks, storage, or any equipment in connection with the conduct of aviation related activities.
- (h) The sale of automotive fuel for use in ramp vehicles;
- (i) The maintenance and repair of ramp vehicles;

- (j) Provide car rental services for its aviation services customers as the agent of any car rental company approved in writing by the Commissioner of Aviation.
- (k) Associated customer services not otherwise mandated under Section 5.02 (e).

Section 5.04 General Rights. (a) In addition to the above described responsibilities and rights Tenant shall have the right to perform and conduct such other activities and operations which the Commissioner of Aviation may later approve in writing as consistent with the rights, privileges, and responsibilities granted to Tenant which do not unreasonably conflict with the rights granted by the Airport to others, but no flight training is to be conducted in which student pilots take off or land at the Airport or use the airport facilities for any flying activities whatsoever.

(b) Tenant shall have the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject only to generally applicable regulations and rules with respect to the use of such facilities imposed by City or other governmental agency. Tenant shall also have the right of ingress and egress to and from the premises for its employees, customers, suppliers, and visitors and to park vehicles in the automobile parking areas demised to Tenant pursuant to this agreement. The use of any airport roads or public parking lots by Tenant, its employees, customers, and invitees shall be subject to the general rules applicable to similar users of the airport.

(c) Tenant, upon payment of the fees and all other payments and charges to be paid by Tenant under the terms of this agreement and upon observing and keeping each of the covenants of this agreement on the part of Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this agreement.

#### ARTICLE VI - OBLIGATIONS OF TENANT.

Section 6.01 Compliance with Laws. Tenant agrees at its own expense to comply with all laws, ordinances and governmental rules, regulations, and orders now in effect or promulgated at any time during the term of this agreement which as a matter of law are applicable to the operations of tenants at the Airport or to the use of the premises; provided, however, that if Tenant shall adequately secure and protect City from loss, cost, damage, or expense by bond or other means satisfactory to City, Tenant, at its sole expense and without cost to City, shall have the right to contest by proper legal proceedings the validity or applicability to it of any such law, ordinance, rule, regulation, or order, provided such contest shall not subject Tenant's leasehold estate to forfeiture or loss, or result in the suspension of Tenant's operations on the premises, and provided further that such contest shall not materially adversely affect the general operations, maintenance, construction, or financing of the Airport, or the obtaining of federal, state, municipal, or other funds therefor. Subject to the foregoing, Tenant may postpone compliance with any such law, until final determination shall be made adverse to the contentions of Tenant, at which time it will promptly comply therewith. Tenant shall prosecute all such proceedings with due diligence and dispatch.

Section 6.02 Compliance with Rules and Regulations. Tenant agrees to observe and obey (and to compel its officers, employees, invitees, subcontractors, licensees, and those doing business with it to observe and obey) the Rules and Regulations of City for the Airport as now in effect, and such further rules and regulations (including amendments and supplements

thereto) of general application for the governing of the conduct and operations of persons doing business at or otherwise using or visiting the Airport as may from time to time during the term of this agreement be promulgated by City for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Airport, or for the safe and efficient operation of the Airport. Where there is a conflict between such Rules and Regulations and this agreement, the language of this agreement shall control. The obligation of Tenant to compel such observance and obedience on the part of its employees, invitees, and business visitors shall apply only while such persons are on the premises. City agrees that, except in cases of emergency, it will give notice to Tenant of every such rule or regulation adopted by it at least 5 days before Tenant shall be required to comply therewith. City shall supply Tenant with 2 copies of its presently effective Rules and Regulations, including the Airport Operations Manual which includes the emergency plan, and shall during the term of this agreement deliver to Tenant 2 copies of every amendment and supplement thereto. City furthermore reserves the right to control by security gate or otherwise, all automobile, truck or other vehicles ingress to or egress from the Project, and from the Project to any adjoining taxiways or aircraft ramp areas, and the return to the Project from such taxiways or aircraft ramp areas.

Section 6.03 Standard of Operation. Recognizing that the principal purpose of City in entering into this agreement is to make available to the public and users of the Airport the products and services which Tenant is permitted to sell and render hereunder, in fulfillment of City's obligation to the public and users of the Airport, Tenant agrees to conduct a first class commercial aviation support and fixed base operation, consisting of the primary support services listed under Section 5.02. Tenant agrees to provide and maintain a substantial hangar and office/terminal complex with the facilities, equipment, supplies, materials, and personnel necessary to adequately provide the sales and services authorized in this agreement, including a clean lounge or waiting room for passengers and other customers, as well as an accessible restroom maintained in a clean and sanitary manner and a minimum of 2 telephones for public use. Tenant agrees that it will furnish its services promptly, efficiently, and adequately to meet all reasonable demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges (as established by Tenant) which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates, or other similar types of price reductions may be made to volume purchasers provided these in no way affect the payment of fuel fees as set forth in Section 4.02 hereinabove. Fairness and reasonableness of prices shall be judged by whether they are comparable to prices charged for services or products of similar caliber or quality at other airports similarly situated.

Section 6.04 Hours of Business. Tenant shall be open for and shall conduct business and furnish services on a schedule determined by the Commissioner of Aviation as the minimum operational standard for all designated base operators at the Airport providing the primary commercial support services designated in Section 5.02 of this agreement.

Section 6.05 Maintenance and Repair. (a) Tenant shall maintain the demised premises, the Project and all leasehold improvements, trade fixtures, and any equipment necessary to provide the aviation support services authorized under this agreement in good order and repair, keeping the same clean, safe, functioning, and sanitary.



(b) Tenant shall perform the routine day to day maintenance and cleaning necessary to keep the demised premises and all the equipment in a clean, safe, sanitary, and orderly condition; and will make all necessary repairs to keep such property in good and useable condition.

(c) In the event Tenant fails to perform or commence to perform, for a period of 30 days after written notice from City so to do, any obligation required by this Section 6.05 to be performed by Tenant, City may enter the premises involved (without such entering causing or constituting a termination of the agreement or an interference with the possession of said premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof and Tenant agrees to pay City such charge in addition to any other amounts payable to City hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City and City so states in its notice to Tenant, City may perform such obligation of Tenant at any time after the giving of such notice and charge to Tenant and Tenant shall pay, as aforesaid, the cost and expense of such performance.

(d) Tenant shall remove snow from and maintain the cleanliness of all ramps, hangar taxiways, and paved areas on the demised premises.

(e) Tenant shall keep the demised premises and the buildings, improvements, and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant, provided, however, that Tenant may in good faith contest the validity of any lien.

Section 6.06 Inspection of Premises. City, its officers, employees, agents, representatives, and contractors shall have after notice to Tenant, the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this agreement, and for the accomplishment of any set of actions which City may be obliged or have the right to do under this agreement or otherwise.

Section 6.07 Records and Reports to City. Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by Tenant and made available to City at a location upon the airport or within the City upon demand.

Tenant shall:

- (a) Maintain, in accordance with generally accepted accounting practices, during the term of this agreement and for one year after the termination and expiration thereof, and for a further period, not to exceed 5 years, extending until the Comptroller shall give written consent to the disposal thereof, records and books of account recording the gross receipts, as defined in (e) hereinbelow, as derived from the services performed pursuant to Sections 5.02, 5.03, and 5.04;
- (b) Tenant shall likewise provide, upon request, at the demised premises separate consecutively numbered sales checks and/or credit card receipt forms upon which shall be recorded all charges levied as such transactions occur, and shall also keep and preserve during the term of this agreement, full, complete, and true records of

all fuel sold and all purchases made by Tenant or delivered to Tenant of aviation fuel from its suppliers or other sources, with a breakdown as to clearly separate types, such as jet fuel, aviation gasoline - 80 or 100 octane, diesel fuel, leaded automotive gasoline, and unleaded automotive gasoline;

(c) Tenant shall likewise make a separate report of the landing of all aircraft based with Tenant or any of Tenant's sublessees, licensees, or agents and submit this report to the Commissioner together with payment of the landing fees, on a monthly basis by the 15th day of the month succeeding the month of report. Said report shall show the date and time of arrival of each aircraft, its type, gross landing weight, and registration number;

- (d) Tenant shall furnish City, on or before the 15th day following the last day of each calendar month during the term of this agreement, a statement of the amount due to City from the preceding month, as defined in ARTICLE IV in connection with its operation hereunder of all activities authorized by this agreement;
- (e) The term "gross receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amounts of all the charges made by Tenant or any of its subtenants, licensees, agents, or wholly owned, affiliated companies occupying space on the demised premises and supplying any support services authorized in ARTICLE V of this agreement, other than for the sale of fuel and aircraft, whether made on, in or from the demised premises for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid, excepting from the determination of said amount, any taxes or fees collected on behalf of any government body or taxing agency including the City of Chicago;
- (f) All revenue shall be deemed to be received at the time of determination of the amount due the Tenant for each transaction, whether for cash or credit, and not at the time of payment, unless otherwise specifically stated in this agreement, or subsequently authorized in writing by the Commissioner of Aviation;
- (g) For each lease year of this agreement and any extension thereof or fractional part of a lease year either ending in termination or occurring at the beginning of the initial term but prior to the first lease year, Tenant shall furnish to City a statement prepared by an independent certified public accountant, and attested to by Tenant, covering, separately, all payments required under ARTICLE IV. This yearly report shall be called the Statement of Sales, Leases, Services, and Rents. Tenant shall, upon reasonable request, furnish promptly such other and further financial or statistical reports and data, dealing with its business hereunder, as City may, from time to time require;
- (h) "Lease year", as used herein, shall mean a calendar year. The first lease year shall commence on the first day of the month of January. Each succeeding and consecutive lease year shall begin on the anniversary of said day;
- (i) Tenant shall provide the hereinabove described annual "Statement of Sales, Leases, Services, and Rents" representing the business operations authorized under this agreement by month for the period being reported on, together with an opinion

thereof by an independent certified public accountant. The tenant must inform City of the identity of the independent certified public accountant prior to submitting this required statement and such independent certified public accountant must be acceptable to and approved by City.

The following opinion would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales, leases, services, and rents reported to the City of Chicago by \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, relating to all sales, leasing, rentals, repairs, maintenance, and other services authorized and specified in ARTICLE V of that certain lease between the City of Chicago and \_\_\_\_\_, at Chicago Midway Airport, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales, leases, services, and rents showing gross sales, leases, services, and rents of \_\_\_\_\_, hereinabove represents fairly the amount of gross receipts as defined in the lease, for the period from \_\_\_\_\_ to \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller may cause an audit to be performed at Tenant's expense.

City, by its officers, employees, agents, representatives, and contractors may at any time at City expense cause an audit or audits to be performed.

Section 6.08 Equal Opportunity. Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C. F. R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C. F. R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly the Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.09 Non-Discrimination in the Use of the Premises. This agreement involves the construction or use of, or access to, space on, over or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In construing Section 6.08 and 6.09, the parties agree that Tenant shall not be deemed to be in violation of either of these sections by mere accusation or the filing of any charges but that the highest court having jurisdiction over any claim of discrimination must render a final judgment adverse to the Tenant. Further, in the event that Tenant satisfies any judgment rendered against it which may constitute a violation of Sections 6.08 or 6.09, such satisfaction shall serve to cure any violation of 6.08 and 6.09 which may be deemed an event of default pursuant to the terms of this agreement.

Section 6.10 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 privilege and right of conducting any one or all activities of an aeronautical nature.

Section 6.11 Performance Bond. At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of \$\_\_\_\_\_ for a period of 6 months, in a form approved by the Comptroller, which bond shall guarantee

faithful performance of the provisions of this agreement, including but not limited to payment of monthly percentage remittance, fuel fees, and base rent due City. The surety company at its option may renew this bond by a new bond for a continuation certified each year. In the event a new bond is used the amount shall not be cumulative but the required amount may vary from year to year and City reserves the right to increase or decrease the amount every 2 years by the percentage of increase or decrease in Tenant's financial obligations to City under the terms of this agreement since the time of calculation of the last Performance Bond amount.

Section 6.12 Lighting. Tenant shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Tenant's expense from dusk to dawn and during periods of restricted visibility.

#### ARTICLE VII - MAINTENANCE BY CITY.

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair (including the removal of snow, vegetation, stones, and other foreign matter as reasonably as may be done, from runways, taxiways, connections therefrom, and roadways) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment now or hereafter provided by City, serving the demised premises but located outside the demised premises.

#### ARTICLE VIII - INDEMNITY.

Tenant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any acts or omissions of Tenant, its officers, agents, and employees, on the premises or elsewhere at the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may be in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

#### ARTICLE IX - INSURANCE.

Section 9.01 Coverages. Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the

hangar site improvements:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article VIII hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the Laws of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.
- (d) Insurance upon the buildings and improvements (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy.
- (e) During the course of construction of the improvements provided for herein, owners protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence and a construction performance bond of not less than the minimum amount for the construction specified in this agreement.

Section 9.02 General. All insurance policies which Tenant is required to maintain under the terms of this agreement shall be obtained from an insurance company or companies of substantial financial resources and shall in all cases where possible name City as additional insured thereunder. If the Comptroller reasonably objects to any insurance company from whom Tenant has obtained or proposes to obtain any such policy, on grounds of the questionable stability or financial resources of such company, Tenant shall not obtain such policy from such company, or as the case may be, will obtain a replacement policy from a company satisfactory to the Comptroller. Any insurance which Tenant is required to maintain under the terms of this agreement may be effected by blanket policies of insurance covering other companies affiliated with Tenant and risks at other airports. Tenant shall deliver a certified copy of each such policy, or a certificate or certificates evidencing the existence thereof, or binders, to the Comptroller within 10 days after the effective date of this agreement. In the event any binder is delivered it shall be replaced within 30 days by a certified copy of the policy or a certificate. Each such policy shall contain a valid provision or endorsement that it may not be cancelled or modified without ten days advance written notice thereof to City. A renewal policy or certificate shall be delivered to the Comptroller at least 10 days prior to the expiration date of each such expiring policy, except for any policy expiring after the date of the termination of this agreement.

In any event, Tenant is not to 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 Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of this agreement.

ARTICLE X - DAMAGE TO OR DESTRUCTION OF PREMISES.

(a) If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are payable, or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property, to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the Project so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modification as may be approved by the Commissioner of Public Works and the Commissioner of Aviation.

(b) In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace, or reconstruct the Project substantially to the same condition as prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its tenancy under this agreement. In such case the insurance proceeds shall be paid to City. Tenant, at its expense, upon notice to do so by City, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace, or reconstruct the Project regardless of the sufficiency of insurance proceeds for such purpose.

(c) Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to the Project are to be applied and disbursed as follows:

- (1) To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss;
- (2) To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications, and estimates of cost for repairing, replacing or restoring the damaged or destroyed property;
- (3) To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the Project shall at all times be free from liens for any labor, services performed, or materials furnished or delivered in connection with such work;
- (4) Of the balance, if any, of the insurance proceeds exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to City such proportion thereof as the number of full lease years immediately preceding the lease year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

ARTICLE XI - ABATEMENT OF RENT.

Section 11.01 Closing of Airport. If during any period of time or times during the term of this agreement the Airport is closed to the operation of aircraft, and has been so closed for at least 5 consecutive days immediately prior to such period, Tenant shall not be liable for the fixed rent provided for in Section 4.01 allocable to such period or periods.

Section 11.02 Casualty Rendering Premises Unuseable. If as a result of fire or any other casualty, not caused by the fault of Tenant, or of a temporary taking by any lawful authority the premises or a portion thereof are rendered unuseable by Tenant, Tenant shall during the period of such unuseableness not be liable for a portion of the rental for the premises on an equitable basis considering the amount and character of the space the use of which is denied Tenant as compared with the entire premises.

ARTICLE XII - EQUAL TREATMENT.

During the term of this agreement the City may grant to other individuals, firms, or corporations a privilege to conduct the same or a similar type of business on, upon, and from the Airport under substantially similar terms, conditions, and beginning rates than those applicable under this agreement. Provided, however, that the Airport shall not be required to renegotiate ground and/or facility rent at the same time with all fixed base operators on the airport nor to charge the same ground and/or facility rent for more or less desirable land or facilities, which desirability is to be determined at the sole discretion of the City.

ARTICLE XIII - SIGNS.

Tenant shall have the right to erect, maintain or display any signs or any advertising at or on the exterior parts of the premises so as to be visible from outside the premises with the prior written approval of the Commissioner of Aviation.

ARTICLE XIV - TERMINATION.

Section 14.01 By City. (a) If any one or more of the following events which shall constitute "events of default" shall occur, and not be corrected in a timely manner, City shall have the right to terminate this agreement or to terminate Tenant's tenancy hereunder:

- (i) Tenant shall fail to pay the base rental and the other fees and charges covered under this agreement in the amounts and at the times and in the manner herein provided and such failure shall continue for 15 or more days after written notice thereof shall have been given to Tenant.
- (ii) Tenant shall abandon or vacate the premises or shall permit the same to remain vacant or unoccupied without the consent of City first had and obtained;
- (iii) Tenant shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or (2) file a voluntary petition in bankruptcy or of insolvency under any federal or state bankruptcy or insolvency law, or (3) make a general assignment for the benefit of its creditors, or (4) file a petition or an answer seeking reorganization or



arrangement with creditors or to take advantage of any insolvency law, or (5) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Tenant bankrupt or insolvent or approving a petition seeking reorganization by Tenant or appointing a receiver, trustee, or liquidator of all or a substantial part of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of 90 consecutive days; or

- (iv) Tenant shall fail to observe its obligations under this agreement and such failure shall continue for 30 days after receipt of a written notice of such default from City, or if such failure cannot be cured within 30 days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

City may give to Tenant written notice of its intention to terminate this agreement (hereinafter referred to as the termination notice) on a date specified not less than 5 days after the delivery of such notice. If Tenant shall not commence to cure or remedy the default prior to the date of termination specified in the termination notice, Tenant's leasehold interest hereunder and right to occupy the premises shall terminate on said termination date.

(b) In the event of termination, in accordance with this Section 14.01, and whether or not City exercises its rights to re-enter granted therein, all the obligations of Tenant under this agreement shall survive and shall remain in full force and effect for the full term of this agreement, excluding extensions thereof that have not at the time of termination become fixed, and Tenant shall be liable for the same amount of damages to City as if this agreement had not terminated. City may maintain separate actions each month to recover the damages then due or at its option and at any time may sue to recover the full provable damages, less a discount, for the entire term.

(c) City upon termination and re-entry may occupy the premises or may relet the premises and shall have the right to permit any person, firm, or corporation to enter upon the premises and use the same. Such reletting may be of a part only of the premises or of all of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term of this agreement, and on terms and conditions the same as or different from those set forth in this agreement. City shall also upon termination and re-entry have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises, without affecting, altering, or diminishing the obligations of Tenant hereunder. In the event either of any reletting or any actual use and occupancy by City (the mere right to use and occupy not being sufficient however), there shall be credited to the account of Tenant against its obligations which have survived hereunder any net amount remaining after deduction from the amount actually received from any sublessee, licensee, permittee, or other occupier in connection with the use of the said premises or portion thereof during the balance of the term of this agreement, or from the market value of the occupancy of such portion of the premises as City may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by City in connection therewith. No such reletting or such use and occupancy shall be or shall be construed to be an acceptance of a surrender.

(d) The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of

acts except an express waiver in writing, shall not be construed as a waiver of City's right to act out of any other right hereby given City, or as an election not to proceed under the provisions of this agreement.

Section 14.02 By Tenant. (a) Tenant may terminate this agreement and all of its obligations hereunder upon and after the occurrence of any of the following events and the lapse of any time hereinafter specified:

- (i) If Tenant becomes unable to conduct upon the premises its normal operations because of any rule, order, or regulation of any governmental agency having jurisdiction over the Airport, or on account of any condition of or inadequacy of maintenance of the facilities of the Airport maintained or provided by City, or upon abandonment of or substantial curtailment in operations conducted at the Airport, and such inability shall have continued for a period of at least 30 days; or
- (ii) City shall fail to perform any of its obligations under this agreement and such default shall continue for a period of 30 days after receipt of written notice thereof from Tenant.

(b) If Tenant desires to terminate this agreement pursuant to this section it shall, after an event described in subsection (a) of this section has occurred and the time therein specified lapsed, deliver to City a written notice of termination specifying a date of termination not less than 5 days after the delivery of such notice of termination. Tenant's obligations under this agreement shall cease upon such termination date, unless the event is one described in (a) (ii) of this section and City cures such default prior to such termination date. No such termination shall relieve City of its obligations under this agreement nor affect the liability of City to Tenant for any breach of this agreement.

Section 14.03 As to Both Tenant and City. In the event that a United States governmental agency shall take over the premises or take over other facilities at the Airport with the result that City no longer operates and controls the Airport, then and in that event City and Tenant shall be released and fully discharged from any and all liability hereunder and this agreement shall thereupon terminate.

City or Tenant may, if either so elects, pursue any other remedy provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### ARTICLE XV - SURRENDER OF POSSESSION AND REMOVAL OF PROPERTY.

Section 15.01 Surrender of Premises. Upon termination of this agreement for any reason Tenant shall surrender the premises in good condition and repair, except for reasonable wear and tear and matters which are the responsibility of City.

Section 15.02 Removal of Property. Tenant shall be entitled during the term of this agreement and for a period of 30 days after its termination for any reason to remove from the premises all of its trade fixtures, equipment, supplies, furniture, and other property; subject,

however, to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder, and provided that Tenant shall repair all damage resulting from such removal.

#### ARTICLE XVI - FORCE MAJEURE.

Neither the City nor Tenant shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

#### ARTICLE XVII - MISCELLANEOUS.

Section 17.01 Assignment and Sublease. (a) Tenant shall not, without the prior written consent of the City Council, (i) assign or convey this agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this agreement, or any mechanical lien upon Tenant's interest, involuntarily or by operation of law; or (iii) sublet the entire demised premises or any portion of the hangar complex where the subtenant leases 25% or more of the total hangar or office space or of the combined hangar and office in any given hangar building. Any such action on the part of Tenant shall be void and of no effect. City's consent to any assignment, subletting, or transfer or City's election to accept any assignee, subtenant or transferee as the tenant hereunder and to collect rent from such assignee, subtenant or transferee shall not release the original Tenant from any covenant or obligation under this agreement unless City expressly agrees to such release. City's consent to any assignment, subletting or transfer shall not constitute a waiver of City's right to withhold its consent to any future assignment, subletting or transfer.

(b) Tenant shall not without the prior written consent of the Commissioner of Aviation: (i) sublease a portion of the demised premises, or (ii) permit the use of the demised premises by any parties other than Tenant, its employees, and invitees.

(c) Tenant may, however, license, on a month-to-month basis, the use of desk or office space for flight crews, maintenance personnel, inspectors, and other personnel of its customers and storage space for customers with only one airplane or helicopter. A listing of these licensees must be submitted to and reviewed by the Commissioner of Aviation twice each year, on January 15th and June 15th.

Section 17.02 Notices. All notices or other written communications provided for herein shall be delivered in person, by telegram, or certified mail, return receipt requested, and shall be delivered to the parties at the following address, or such other address either party may from time to time specify to the other in writing:

To Tenant:

To City:

Commissioner of Aviation  
City of Chicago  
121 North LaSalle Street  
Room IIII - City Hall  
Chicago, Illinois 60602

All such notices or communications shall be deemed given or delivered when actually received by the party to whom directed.

Section 17.03 Commissioner of Aviation. References herein to the Commissioner of Aviation shall be deemed to refer to the Commissioner of Aviation of the City of Chicago or such other official of the City who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Aviation is required and is requested such approval shall not be unreasonably withheld.

Section 17.04 Commissioner of Public Works. References herein to the Commissioner of Public Works shall be deemed to refer to the Commissioner of Public Works of the City of Chicago or such other official of the City, who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Public Works is required and is requested such approval shall not be unreasonably withheld.

Section 17.05 Comptroller. References herein to the Comptroller shall be deemed to refer to the Comptroller of the City of Chicago or such other official of the City who may have the responsibility presently assigned to said Comptroller.

Section 17.06 No Waiver of Defaults. No waiver by either party hereunder of any default by the other party in the performance of any of its obligations under this agreement shall be construed to be a waiver of any other obligation or subsequent default by such other party.

Section 17.07 Separability. In the event any provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall in no way affect any other provision herein contained.

Section 17.08 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit, or prescribe the scope or intent of any provision of this agreement.

Section 17.09 Governing Law. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10 Benefit. All of the rights and obligations of each party herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of such party.

Section 17.11 Counterparts. This agreement may be executed in several counterparts each of which shall be deemed an original.

Section 17.12 Sublessors and Assigns. Subject to the terms and condition of ARTICLE I hereof, the provisions of this lease shall bind and inure to the benefit of the successors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents, servants or employees of City or Tenant.

Section 17.13 Industrial Revenue Bonds. City agrees that Tenant may do whatever is legally necessary to secure industrial revenue bond financing for the purpose of funding the improvements required or elected to be constructed by Tenant on the demised premises.

Section 17.14 Operating Agreement. References herein to the operating Agreement refer to those portions of this agreement which govern the aviation support services to be provided by the Tenant, as distinct from those portions which refer exclusively to the land and building(s) used as the base of these service operations.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_ (C.J.P. pp. \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO  
a municipal corporation

APPROVED

\_\_\_\_\_  
Mayor

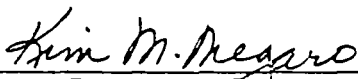
\_\_\_\_\_  
Commissioner of Aviation

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Assistant Corporation Counsel

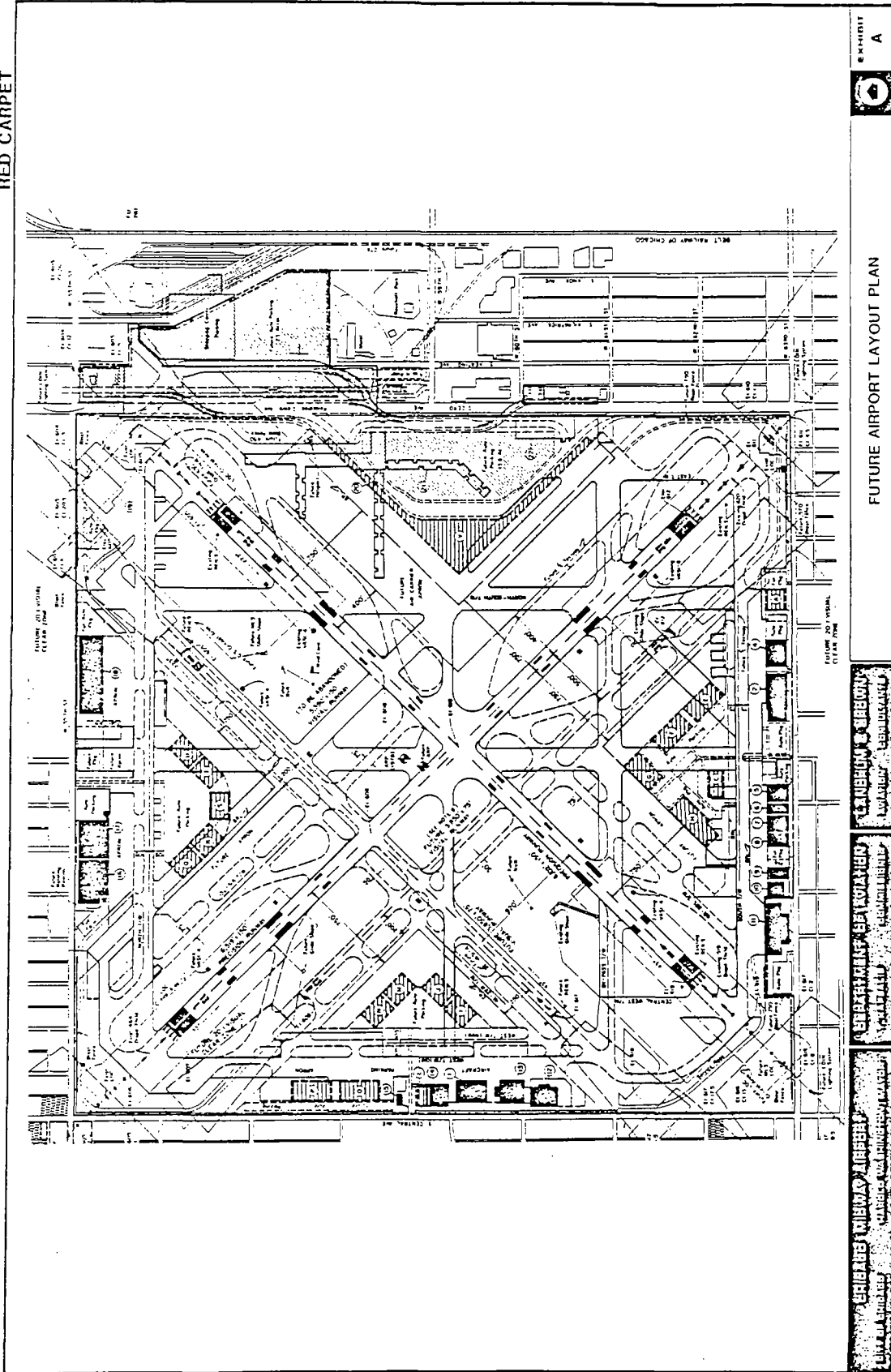
ATTEST:

AVIATION RED CARPET SERVICES, INC.  
an Illinois corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
President

RED CARPET



FUTURE AIRPORT LAYOUT PLAN

CHICAGO AIRPORT AUTHORITY

CHICAGO AIRPORT AUTHORITY

CHICAGO AIRPORT AUTHORITY

RED CARPET

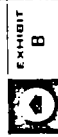
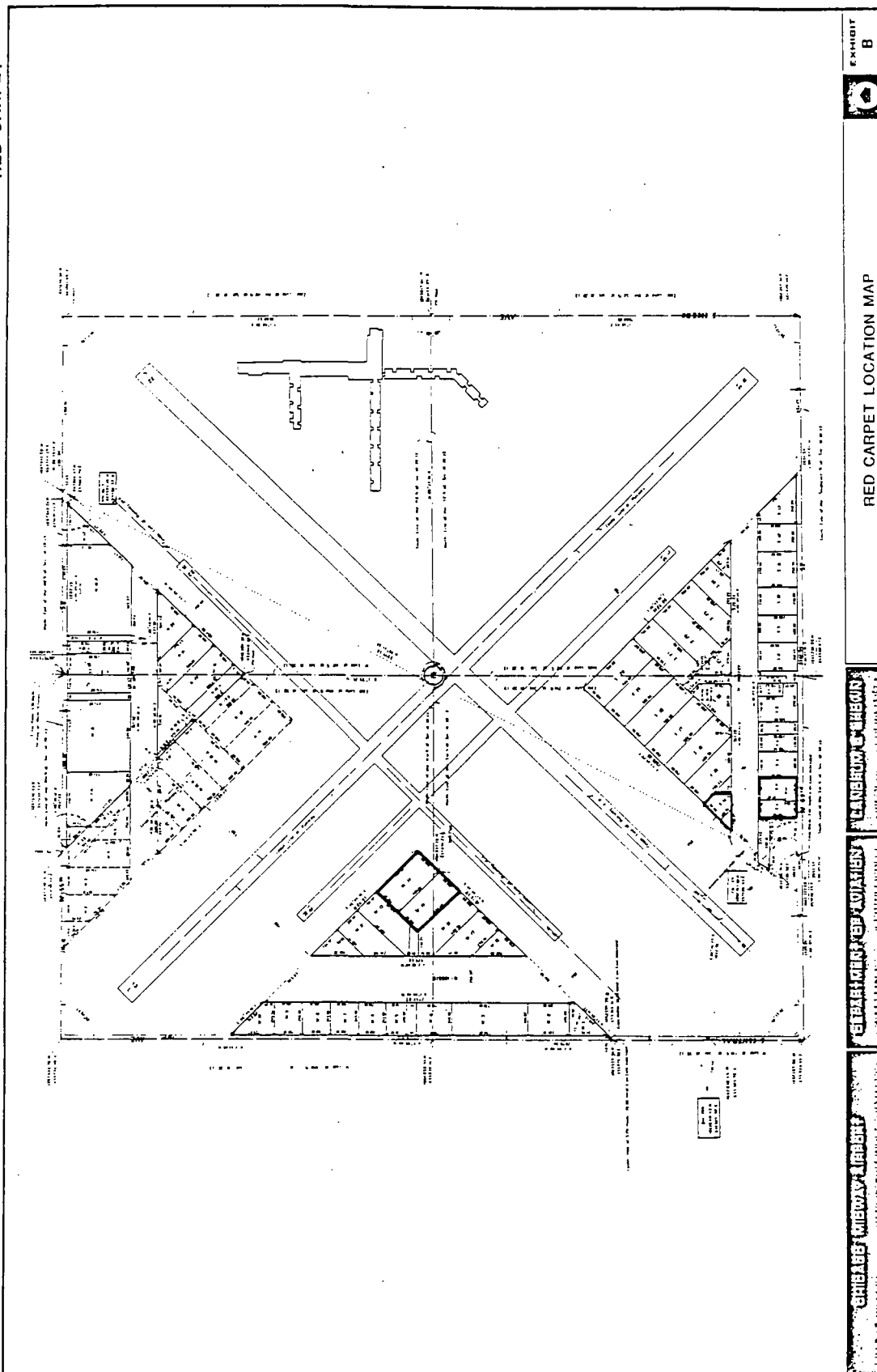


EXHIBIT  
B

RED CARPET LOCATION MAP

CHICAGO, ILLINOIS  
CITY OF CHICAGO  
DEPARTMENT OF PLANNING AND DEVELOPMENT

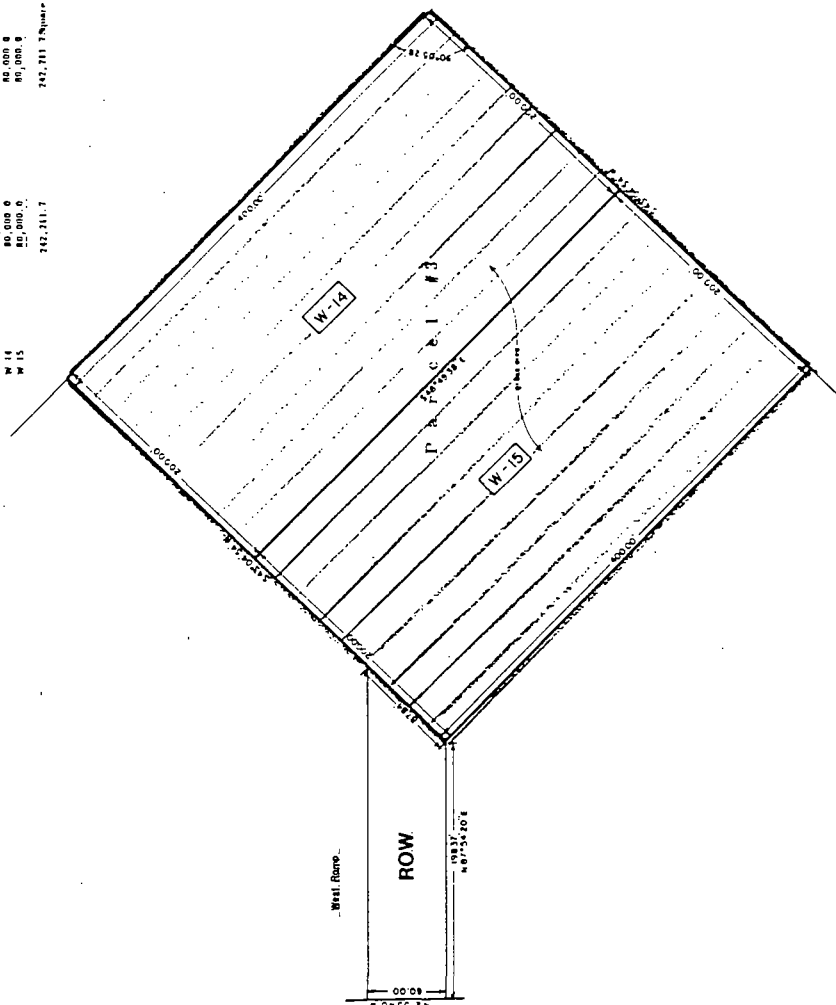
CHICAGO, ILLINOIS  
CITY OF CHICAGO  
DEPARTMENT OF PLANNING AND DEVELOPMENT



RED CARPET

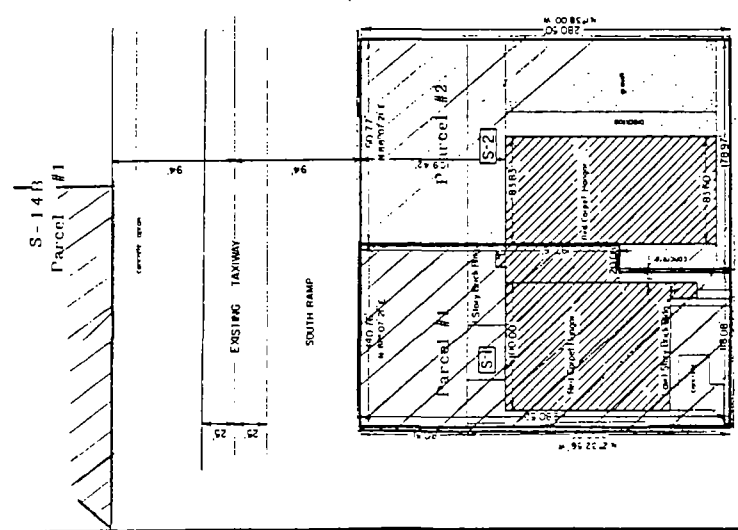
RED CARPET LEASABLE AREA

| Area | Existing<br>(Square Feet) | Total<br>(Square Feet) |
|------|---------------------------|------------------------|
| S-1  | 31,355.4                  | 31,355.4               |
| S-2  | 46,616.3                  | 46,616.3               |
| W-14 | 80,000.0                  | 80,000.0               |
| W-15 | 80,000.0                  | 80,000.0               |
|      | 242,311.7                 | 242,311.7              |

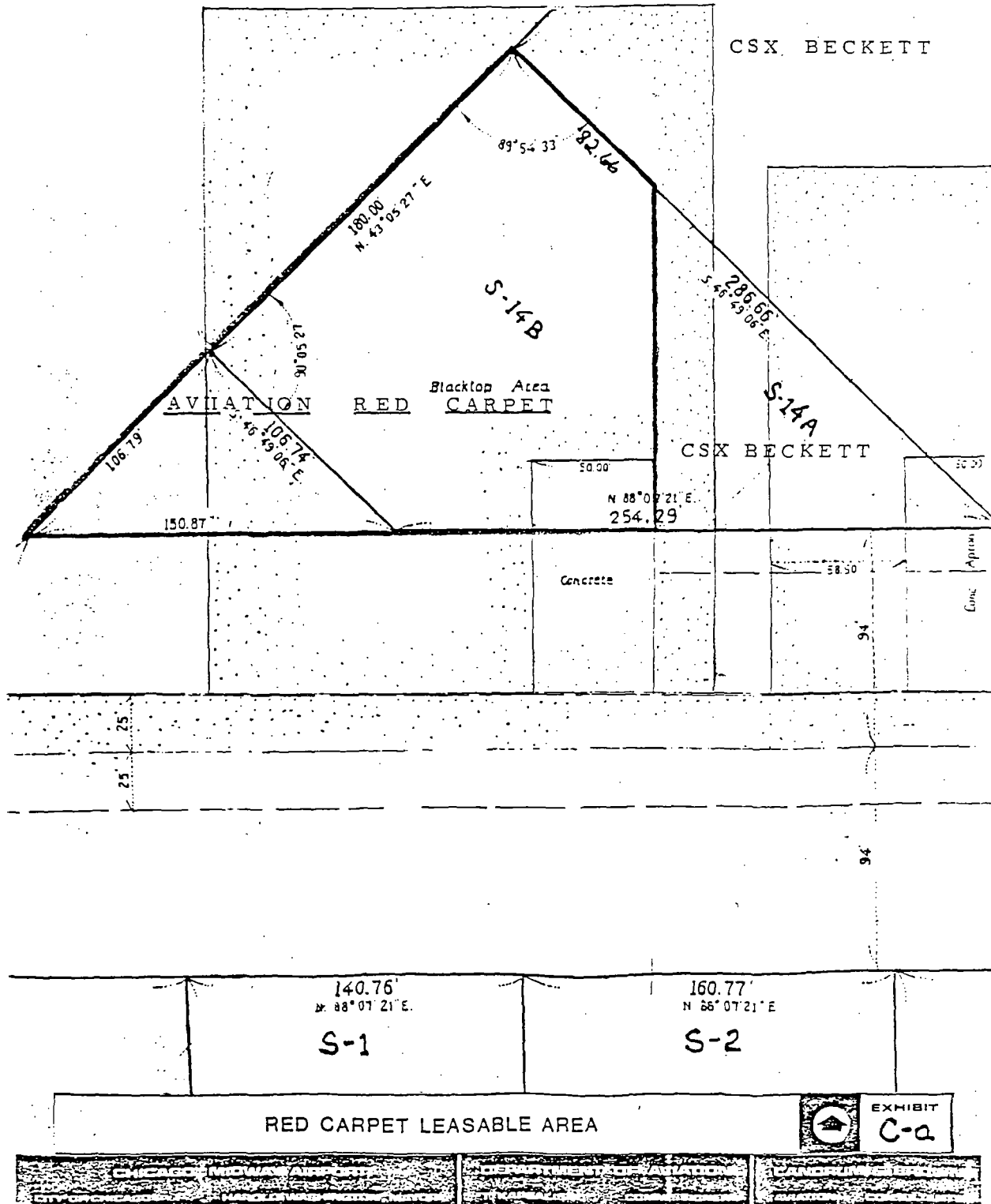


RED CARPET LEASABLE AREA

EXHIBIT C



W 63451



(Continued from page 4869)

authorized to execute in behalf of the City of Chicago an agreement between Butler Aviation-Midway, Inc., and the City of Chicago for certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Hangar, Hangar Site and Aviation Sales and Service  
Agreement printed on pages 4901 thru 4928  
of this Journal.]

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

---

**Authority Granted for Hangar, Hangar Site and Aviation Sales  
and Service Agreement Between City and CSX Beckett  
Aviation at Chicago Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 6, 1984) authorizing hangar, hangar site and aviation sales and service agreements between the City of Chicago and CSX Beckett Aviation at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, with said agreement, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone-46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between CSX Beckett Aviation, Inc., and the City of Chicago for certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Hangar, Hangar Site and Aviation Sales and Service Agreement  
printed on pages 4929 thru 4956 of this Journal.]

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

HANGAR, HANGAR SITE AND COMMERCIAL  
AVIATION SALES AND SUPPORT SERVICES AGREEMENT  
AT CHICAGO MIDWAY AIRPORT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") and BUTLER AVIATION-MDW, INC., an Illinois corporation (hereinafter referred to as "Tenant").

W I T N E S S E T H:

That City, for and in consideration of the terms and conditions hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport (hereinafter called "Airport") in the City of Chicago, County of Cook, State of Illinois, as shown on Exhibit A attached hereto.

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Airport.

B. Other existing agreements and leases between City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and City with reference to the conveyance by the United States to City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to City for airport purposes.

C. The right of City to further develop, improve, maintain, modify, and repair the landing area, the general aviation area, the Terminal Buildings and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant; provided that such further development improvement, maintenance, modification, or repair is not in conflict with Tenant's right to quiet and peaceful possession of the demised premises.

ARTICLE I - TRANSFER AND INDEPENDENCE OF AGREEMENT.

The Tenant shall not, without prior approval of City, transfer this agreement, or any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting an independent contractor to provide any of the commercial aviation support services on, in or from the demised premises which Tenant itself is or can be authorized to perform under 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 Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then City may, upon receiving proof that such change involves control by a person or company unqualified to operate the type of business authorized by this agreement, declare such change a breach thereof.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto.

ARTICLE II - LEASE OF PREMISES, CONSTRUCTION OF, TITLE TO, AND AMORTIZATION OF FACILITIES.

Section 2.01 Premises. City for and in consideration of the covenants and agreements herein mentioned to be kept and performed by both parties hereto, does hereby demise to Tenant the premises designated as follows:

- (a) Parcel #1 New Hangar Site A: a parcel of land totaling approximately 98,200 square feet, designated as the westernmost 3/5's of plats W-6 and W-7, as outlined in red on Exhibit C attached hereto. An additional area of approximately 66,400 square feet of contiguous ramp space is to be added to the demised premises when the new west ramp taxiway is constructed, all as indicated by red cross hatching as the easternmost 2/5's of plats W-6 and W-7 on Exhibit C attached hereto and by this reference made a part hereof;
- (b) Parcel #2 Option Site B: Tenant shall have an option for 3 years from the effective date of the operating agreement to add a parcel of land totaling approximately 198,960 square feet, all as outlined in blue and designated as plats W-11, W-12, and W-13 on Exhibit C attached hereto.
- (c) Parcel #3 Hangar and Hangar Site D: Tenant shall have the right of first refusal to add this parcel to the demised premises at such time as the building and the building site of approximately 63,052 square feet shall be vacated by the present occupant and assuming that the new west ramp taxiway shall have been constructed and be in use, all as outlined in yellow and designated as plat W-5 on Exhibit C attached.

Section 2.02 Construction. Tenant, after securing necessary permits therefor, shall, at its own cost and expense, erect and install on demised premises a hangar, terminal, ramp area, and other related structures and associated site work (hereinafter referred to as "the Project"), at a minimum capital expenditure of not less than \$2,500,000, including architect's and engineer's fees, costs of plans and specifications, and other costs incidental to such erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation (hereinafter called the "Commissioner") and the Commissioner of Public Works. Tenant agrees to pay in full, within 30 days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners of Aviation and Public Works. This fee, if required, shall be based upon a schedule of professional service charges which is reasonable and customary for architectural and engineering reviews of similar scope. The Project shall be completed, except for minor punch list items, within 24 months after receiving final written approval by the City of plans and specifications.

(a) During the period of construction, all construction work, workmanship, materials, and installation involved or incidental to the construction of the improvements shall be subject at reasonable times during normal business hours to inspection by City, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications.

(b) Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of the Project including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, with a separate breakdown of the cost of construction of aircraft tie-down and aircraft parking areas within 60 days after the completion of the construction thereof, and shall, if requested by City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within 60 days after its receipt whether said itemized statement and supporting invoices or other records meet with his approval or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by City within 60 days following receipt thereof. Upon approval of the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated hereinbelow; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such 60 day period. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

(c) In the event that the entire demised premises or such part thereof as City and Tenant mutually agree will substantially impair Tenant's ability to use the premises for the purpose specified in this agreement, are required for Airport purposes prior to the expiration of this agreement, the Commissioner may, upon 60 days advance written notice to Tenant, direct Tenant to vacate the same. If Tenant is required to vacate all or a part of the demised premises in accordance with the foregoing provisions of this subsection (c), or in the event this

agreement is terminated for any reason other than by action of City pursuant to Section 14.01, or action of the federal government pursuant to Section 14.03, City, within 60 days after Tenant's vacation of the premises, will pay to Tenant the unamortized portion of the cost of the Project; such amortization to be computed on a straight-line basis over the initial term of this agreement. If this agreement is terminated by City pursuant to Section 14.01 prior to the end of the initial term of this agreement, and City thereafter leases the Project or any substantial part thereof to some person other than Tenant, City will require such other person to pay to Tenant the unamortized portion of the cost of the Project, or such part thereof, calculated as above provided. In the event City requires the demised premises or a substantial part thereof to be vacated in accordance with the foregoing provisions of this subsection (c), or in the event the premises or a substantial part thereof are taken by some other governmental unit, City will use its best efforts to make available to Tenant another suitable location on the Airport at which it can conduct the business contemplated by this agreement.

(d) Prior to commencement of construction of the Project, the plans shall be submitted to the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

(e) Where the City has constructed or installed roadways and lines for water, sewage, electricity, gas, and storm drainage to the perimeter of the demised premises, Tenant, at its sole expense, shall have the right to construct, or have constructed or installed, similar roadways, lines, and facilities and to connect the same to water supply and sewage lines, and to receive all necessary utilities and services; provided, however, that Tenant shall secure all necessary applications and permits and shall pay all necessary application and permit fees and user charges occasioned thereby. City hereby grants any and all easements that may be necessary for the purpose of connecting, maintaining, repairing or replacing such roadways and lines.

Section 2.03 Title. Title to the Project upon completion is vested in the City and title to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in City.

### ARTICLE III - TERM.

Section 3.01 Initial Terms. The initial term of the operating portion of this agreement, providing for the commercial aviation sales and support services agreed upon herein, will commence on \_\_\_\_\_, the date of authorizing ordinance of the City Council of the City of Chicago and terminate on December 31, 2004. The initial term of the various parcels delineated in Section 2.01 are as follows:

For Parcel #1 - will commence on the date of beneficial occupancy of the land by the Tenant and terminate December 31, 2004;

Parcel #2 - will commence on the date on which the Commissioner approves in writing Tenant's written request to exercise its option and will terminate on the same date as for Parcel #1.

For Parcel #3 - will commence on the date on which the Commissioner acknowledges in writing Tenant's exercise of its right of first refusal and will terminate on the same date as for Parcel #1;

Section 3.02 Options to Extend. If Tenant shall desire to extend the term listed above in Section 3.01 for an additional 5 years, Tenant shall notify City in writing of its intention to do so no less than 1 year and no more than 2 years prior to the expiration of the initial terms specified therein. Following such notification City shall prepare an amendment incorporating an initial building rental to be due and payable annually at the end of the amortization period, with the rental based upon 2 separate, current, fair market real estate appraisals paid for by the City. Tenant shall have 60 days after receipt of City's new rental terms to confirm or withdraw its option to extend this agreement on the parcel or parcels in question. The amendment, after being executed by the Tenant, will be recommended by the Commissioner to the City Council.

Section 3.03 Hold Over Tenancy. If Tenant continues in possession of the premises after the term of this agreement has expired and not subject to its proper exercise of an option to extend, Tenant shall, at the option of the City, become a tenant from month-to-month under and upon the covenants, agreements, terms, and conditions set forth. Any such hold over tenancy may be terminated by either Tenant or City upon giving of not less than 30-day written notice of the intention to terminate.

#### ARTICLE IV - RENT.

Section 4.01 Base Rent. (a) Tenant shall, during the term of this agreement, pay to the City a land rental each month, in advance, 1/12 of a total annual land rental for each year following the effective dates specified below for the separate parcels covered by this agreement, according to the schedule of rates established for airport land below:

For the years 1984 through 1987 - 25¢ per square foot per year.

For the years 1988 through 1992 - 35¢ per square foot per year.

For the years 1993 through 1997 - 45¢ per square foot per year.

For the years 1998 through 2002 - 55¢ per square foot per year.

For any years from 2003 through 2007 - 75¢ per square foot per year.

For any years from 2008 - by appraisal.

Land rental for Parcel #2 shall be at the rate of 5¢ per square foot per year for the first year and 10¢ per square foot per year for the last 2 years of the option period. The full annual rental rate specified immediately hereinabove shall apply as soon as the Commissioner has approved in writing Tenant's written request to develop this parcel or any portion of it. If Tenant fails to initiate the development Site B or any portion of it within the 3 year option period, such undeveloped area or areas will revert to the City.

Tenant shall not, however, be billed for nor obliged to pay land rental on any aircraft tie-down and aircraft parking ramps which it constructs as a part of, and at the same time as, the Project. Tenant shall be allowed to amortize the cost of the construction of such areas at an



annual rate equal to the rental rates per square foot specified immediately hereinabove times the number of square feet certified by the Commissioner in writing as qualifying for such amortization. The land rental specified in this Article shall become due and payable for these aircraft tie-down and parking areas on the occurrence of the sooner of the following events: a) the full amortization of the Tenant's cost of construction as determined in Section 2.02, the beginning of the extended term of the agreement.

(b) Any rental or fees payable by Tenant hereunder which are not paid within 5 days after the timely receipt of a notice of non-payment shall bear interest at the rate of 10% per year from the due date thereof until paid. Tenant shall pay on or before the first day of each month, in advance, to the Comptroller 1/12th of the annual amounts listed for the parcels designated in ARTICLE II hereinabove. If any rental hereunder commences after the first day or terminates prior to the last day of the month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

Section 4.02 Fuel Fees. In addition to the fixed rent specified above, Tenant shall pay to City 5¢ per gallon on all aviation jet fuel and 6 1/2¢ per gallon on all aviation gas sold at the Airport from the effective date of the operating agreement through January 31, 1985. For the period February 1, 1985 through January 31, 1986 and each subsequent twelve month period or fraction thereof during the term of this agreement, Tenant shall pay the City fuel flowage fees equal to 5% of the average wholesale cost paid separately for jet fuel and aviation gas by all the approved fixed base operators at the Airport during the preceding calendar year, calculated to the nearest 1/10 of a cent. In no case, however, are such fuel flowage fees to go below 5¢ per gallon for jet fuel and 6 1/2¢ per gallon for aviation gas during the term of this agreement. Tenant further agrees to submit to the City by the 15th of December of each year records of all aviation fuel delivered to Tenant during the current calendar year through November and including the final month (December) of the previous calendar year with a breakdown as to types as specified in Section 6.07, (b) hereinafter below. These records, taken together with those submitted by the other authorized fixed base operators on the Airport, will provide the basis for the recalculation of fuel flowage fees provided for immediately hereinabove.

Tenant further agrees to pay City a minimum of 5¢ a gallon for automotive fuel sold at the Airport with the same procedure for an annual review and possible fee adjustment to guarantee the City a fee equal to 5% of the average wholesale cost of these products as delineated in this Section 4.02 for aviation jet fuel and aviation gas.

Section 4.03 Aircraft Sales and Percentage of Gross Receipts. In addition to the fixed rent and fuel fee specified above, Tenant during each lease year shall pay to City 2% of the first \$1,000,000 of "gross receipts" per year (as hereinafter defined in Section 6.07, (e),) 3% of any gross receipts over \$1,000,000 to \$4,000,000 per year and 4% of any gross receipts over \$4,000,000 per year, received by Tenant or any of its licensees, agents, or subtenants at the Airport, pursuant to the privileges and obligations authorized by this agreement in Section 5.02 and Section 5.03, except that Tenant will pay City for the sale of aircraft, whether new or used,

on the following scale per aircraft:

|                                     |           |
|-------------------------------------|-----------|
| Single engine piston aircraft ..... | \$ 50.00  |
| Light twin piston aircraft .....    | \$ 100.00 |
| Other piston aircraft .....         | \$ 150.00 |
| Turbo prop aircraft .....           | \$ 200.00 |
| Corporate jet aircraft .....        | \$ 300.00 |

which fees for the sale of aircraft will double after the 10th year of this agreement.

If Tenant holds a second or third agreement substantially the same as this agreement covering its operations on and from the demised premises at the Airport, then the annual gross receipts shall be cumulative for all such leases for purposes of calculating the percentage rental due to the City under this Section 4.03.

Section 4.04 Landing Fees. (a) Tenant shall pay the current landing fees in effect at Chicago Midway Airport for each landing at such airport of any of its own aircraft, whether such aircraft are being operated by Tenant for one of the purposes authorized under this agreement or for other reasons.

(b) Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.05 Minimum Guarantee. The minimum annual guarantee to be paid on the "Percentage of Gross Receipts" portion of Section 4.03 hereinabove shall initially be a sum equal to the total square feet of land under lease to Tenant times 10¢ per square foot. Options, if any, to add other areas, will increase the minimum annual guarantee according to the formula established in this Section 4.05 and will begin on the date such option(s) is exercised.

(a) This minimum will be adjusted beginning January 1, 1988, 1993, 1998, and 2003, by multiplying the rate of 10¢ per square foot per year by a fraction, the numerator of which is the Producer Price Index/All commodities ("PPI") published by the United States Department of Labor Statistics (1967 = 100) for each of the scheduled years of adjustment and the denominator of which is the PPI for 1983.

(b) As soon as is reasonably feasible in the years 1988, 1993, 1998, and 2003, City shall furnish Tenant with a statement showing (i) the amount of the new guaranteed annual minimum for the next 5 years, calculated according to the formula set forth in paragraph (a) immediately hereinabove, and (ii) the amount of any deficiency or excess with respect to the new annual minimum guarantee. Tenant shall pay deficiency to City as shown by such statement within 30 days after receipt of such statement. Tenant shall have the option, should there be an excess, of either asking for a refund or requesting that the excess be credited against payments next due hereunder.

(c) If the manner in which the PPI is determined by the Department of Labor shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have obtained if the PPI had not been so revised. If the 1967 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the PPI shall become unavailable to the public because publication is discontinued, or otherwise, City will substitute therefor a comparable index based

upon changes in the cost of living or purchasing power of the dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

Section 4.06 Place, Time, and Manner of Payment. On the first day of each month of each lease year, Tenant shall pay 1/12 of the annual minimum guarantee and the Base Rent as set forth in Section 4.01 of this agreement.

The fees and payments provided for in Section 4.02, that portion of Section 4.03 pertaining to the sale of aircraft, and Section 4.04 shall be payable on or before the 15th day of the succeeding month. Payments provided for in that portion of Section 4.03 pertaining to the percentage of gross receipts as defined in Section 6.07 (e) shall also be payable on or before the 15th day of the succeeding month, less the amount of the minimum guarantee established in Section 4.02 above, 1/12 of which is prepaid each month in advance, as previously prescribed. The reports specified in Section 6.07 (c) and (d) shall be forwarded with these payments.

All rent, fees, and other payments payable by Tenant to City under this agreement shall be payable at the Office of the City Comptroller, 121 North LaSalle Street, Room 501, City Hall, Chicago, Illinois, 60602.

Section 4.07 Sales to Parent, Subsidiaries, and Affiliates. Neither the fees specified in Section 4.02 nor the payments specified in Section 4.03 shall be payable by Tenant with respect to sales to or revenues received from (a) any person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant or (b) any corporation of which more than 50% of the capital stock is owned by Tenant or a person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant; provided that the products sold to, or the services rendered to, such person or corporation are used or consumed by, or rendered directly for the benefit of, such person or corporation and are not sold or rendered to a business, such as an airline or charter flight service, which is competitive with other businesses at the Airport.

Section 4.08 Construction Cost of New West Ramp Taxiway. Recognizing that continued use of the historical west ramp as a public taxiway would interfere with the efficient operation of the airport, the City has requested federal and state funding for a new west ramp taxiway as outlined in red on Exhibit A attached hereto. The construction cost of the new taxiway has been estimated at a maximum of \$3,000,000. The main beneficiaries of this new taxiway will be the tenants with hangars on the street (Central Avenue) side of the west ramp. Each such tenant must agree as a necessary condition of its respective hangar and hangar site agreement to reimburse City on a prorated basis for the 5% of the total cost of the new taxiway construction which is the required local share. Tenant, therefore, agrees to pay its prorated share of a maximum of \$150,000, or of whatever lesser amount the project may cost. The proration is to be based on a fraction, the denominator of which will be the total length of the new taxiway and the numerator, the lineal feet of said new taxiway that lie directly east (in front of) each tenant's leased area.

Warrants billing each tenant for an amount determined as outlined hereinabove will be issues as soon as the taxiway is constructed and the final total cost is known. One half of the total amount owed by each tenant will be billed within 60 days of the determination of the final cost and half will be billed a year from the date of the first billing.

ARTICLE V - OPERATING RESPONSIBILITIES AND RIGHTS OF TENANT.

Section 5.01 Scope of Support Services. Support services are to be provided by Tenant to users of the Airport under two categories: (1) Primary Commercial Support Services, and (2) Secondary Commercial Support Services. It is understood that the Primary Commercial Support Services are mandatory obligations imposed upon Tenant, to be performed either directly or by designee, whereas the provisions of the Secondary Commercial Support Services specified in Section 5.03 are permissive. Tenant, and such of its parents, subsidiaries and affiliates as are approved by the Commissioner of Aviation, shall have rights to perform both those primary and secondary services on the premises and on other areas of the Airport with the permission of those entitled to possession of such other areas. Tenant shall have the right to charge for any or all of these services provided such charges are fair and reasonable as provided for in Section 6.03.

Section 5.02 Primary Commercial Support Services. Tenant shall perform the following services during all hours as described in Section 6.04 for aircraft operating at the Airport and soliciting from Tenant any of the services usually supplied by a fixed base operator:

- (a) Arrival and departure guidance, supervision of parking of aircraft, ramp assistance, and fire guard service for departing aircraft, as required;
- (b) Transport for passengers, crew, and ordinary hand baggage between aircraft and Tenant's hangar or public passenger terminals on the Airport;
- (c) Flight line servicing of aircraft including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products;
- (d) On request only, render minor aircraft services such as windshield wiping, checking tires, checking oil or fluid levels which are sometimes not desired;
- (e) Associated customer terminal services, including:
  - (i) Assist aircraft passengers and crew in obtaining local transportation, lodging, and general Chicago area information;
  - (ii) Maintain weather teletype service or similar means of conveying weather information;
  - (iii) Receive and transmit brief Unicom radio messages for the convenience of airborne passengers or waiting visitors when feasible; and
  - (iv) Convey messages to arriving or departing passengers using facilities of Tenant.
- (f) At least one specialized area of airframe, aircraft engine, radio, avionics repair, or other specific type of aircraft repair or maintenance service, which specialized area Tenant is to choose, informing the Commissioner in writing of such choice, on or before the effective date of this agreement. Tenant may change its area of specialization upon informing the Commissioner in writing of its new area of specialization.

- (g) Leasing or rental of hangar and office areas for aviation use and of aircraft tie-down and parking space.

Section 5.03 Secondary Commercial Support Services. Subject to the written notification to the Commissioner of Aviation, Tenant may engage in all or any of the following business endeavors:

- (a) Sale of aircraft;
- (b) Leasing or rental of aircraft or providing air charter, airfreight or flight management services;
- (c) Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any parts or accessories therefor;
- (d) Repair and maintenance service for aircraft and aircraft engines, their components and accessories, including executive type jet aircraft;
- (e) Provide equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services including into-plane loading of fuel purchased by any other airport tenant or operator authorized by City to buy fuel directly from a supplier for delivery at Airport;
- (f) Sale of airman materials and supplies and other aeronautical items;
- (g) Leasing or rental of desks, storage, or any equipment in connection with the conduct of aviation related activities.
- (h) The sale of automotive fuel for use in ramp vehicles;
- (i) The maintenance and repair of ramp vehicles;
- (j) Provide car rental services for its aviation services customers as the agent of any car rental company approved in writing by the Commissioner of Aviation.
- (k) Associated customer services not otherwise mandated under Section 5.02 (e).

Section 5.04 General Rights. (a) In addition to the above described responsibilities and rights Tenant shall have the right to perform and conduct such other activities and operations which the Commissioner of Aviation may later approve in writing as consistent with the rights, privileges, and responsibilities granted to Tenant which do not unreasonably conflict with the rights granted by the Airport to others, but no flight training is to be conducted in which student pilots take off or land at the Airport or use the airport facilities for any flying activities whatsoever.

(b) Tenant shall have the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject only to generally applicable regulations and rules with respect to the use of such facilities imposed by City or other governmental agency. Tenant shall also have the right of ingress and egress to and from the premises for its

employees, customers, suppliers, and visitors and to park vehicles in the automobile parking areas demised to Tenant pursuant to this agreement. The use of any airport roads or public parking lots by Tenant, its employees, customers, and invitees shall be subject to the general rules applicable to similar users of the airport.

(c) Tenant, upon payment of the fees and all other payments and charges to be paid by Tenant under the terms of this agreement and upon observing and keeping each of the covenants of this agreement on the part of Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this agreement.

#### ARTICLE VI - OBLIGATIONS OF TENANT.

Section 6.01 Compliance with Laws. Tenant agrees at its own expense to comply with all laws, ordinances and governmental rules, regulations, and orders now in effect or promulgated at any time during the term of this agreement which as a matter of law are applicable to the operations of tenants at the Airport or to the use of the premises; provided, however, that if Tenant shall adequately secure and protect City from loss, cost, damage, or expense by bond or other means satisfactory to City, Tenant, at its sole expense and without cost to City, shall have the right to contest by proper legal proceedings the validity or applicability to it of any such law, ordinance, rule, regulation, or order, provided such contest shall not subject Tenant's leasehold estate to forfeiture or loss, or result in the suspension of Tenant's operations on the premises, and provided further that such contest shall not materially adversely affect the general operations, maintenance, construction, or financing of the Airport, or the obtaining of federal, state, municipal, or other funds therefor. Subject to the foregoing, Tenant may postpone compliance with any such law, until final determination shall be made adverse to the contentions of Tenant, at which time it will promptly comply therewith. Tenant shall prosecute all such proceedings with due diligence and dispatch.

Section 6.02 Compliance with Rules and Regulations. Tenant agrees to observe and obey (and to compel its officers, employees, invitees, subcontractors, licensees, and those doing business with it to observe and obey) the Rules and Regulations of City for the Airport as now in effect, and such further rules and regulations (including amendments and supplements thereto) of general application for the governing of the conduct and operations of persons doing business at or otherwise using or visiting the Airport as may from time to time during the term of this agreement be promulgated by City for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Airport, or for the safe and efficient operation of the Airport. Where there is a conflict between such Rules and Regulations and this agreement, the language of this agreement shall control. The obligation of Tenant to compel such observance and obedience on the part of its employees, invitees, and business visitors shall apply only while such persons are on the premises. City agrees that, except in cases of emergency, it will give notice to Tenant of every such rule or regulation adopted by it at least 5 days before Tenant shall be required to comply therewith. City shall supply Tenant with 2 copies of its presently effective Rules and Regulations, including the Airport Operations Manual which includes the emergency plan, and shall during the term of this agreement deliver to Tenant 2 copies of every amendment and supplement thereto. City furthermore reserves the right to control by security gate or otherwise, all automobile, truck or other vehicles ingress to or egress from the Project, and from the Project to any adjoining taxiways or aircraft ramp areas, and the return to the Project from such taxiways or aircraft ramp areas.

Section 6.03 Standard of Operation. Recognizing that the principal purpose of City in entering into this agreement is to make available to the public and users of the Airport the products and services which Tenant is permitted to sell and render hereunder, in fulfillment of City's obligation to the public and users of the Airport, Tenant agrees to conduct a first class commercial aviation support and fixed base operation, consisting of the primary support services listed under Section 5.02. Tenant agrees to provide and maintain a substantial hangar and office/terminal complex with the facilities, equipment, supplies, materials, and personnel necessary to adequately provide the sales and services authorized in this agreement, including a clean lounge or waiting room for passengers and other customers, as well as an accessible restroom maintained in a clean and sanitary manner and a minimum of 2 telephones for public use. Tenant agrees that it will furnish its services promptly, efficiently, and adequately to meet all reasonable demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges (as established by Tenant) which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates, or other similar types of price reductions may be made to volume purchasers provided these in no way affect the payment of fuel fees as set forth in Section 4.02 hereinabove. Fairness and reasonableness of prices shall be judged by whether they are comparable to prices charged for services or products of similar caliber or quality at other airports similarly situated.

Section 6.04 Hours of Business. Tenant shall be open for and shall conduct business and furnish services on a schedule determined by the Commissioner of Aviation as the minimum operational standard for all designated base operators at the Airport providing the primary commercial support services designated in Section 5.02 of this agreement.

Section 6.05 Maintenance and Repair. (a) Tenant shall maintain the demised premises, the Project and all leasehold improvements, trade fixtures, and any equipment necessary to provide the aviation support services authorized under this agreement in good order and repair, keeping the same clean, safe, functioning, and sanitary.

(b) Tenant shall perform the routine day to day maintenance and cleaning necessary to keep the demised premises and all the equipment in a clean, safe, sanitary, and orderly condition; and will make all necessary repairs to keep such property in good and useable condition.

(c) In the event Tenant fails to perform or commence to perform, for a period of 30 days after written notice from City so to do, any obligation required by this Section 6.05 to be performed by Tenant, City may enter the premises involved (without such entering causing or constituting a termination of the agreement or an interference with the possession of said premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof and Tenant agrees to pay City such charge in addition to any other amounts payable to City hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City and City so states in its notice to Tenant, City may perform such obligation of Tenant at any time after the giving of such notice and charge to Tenant and Tenant shall pay, as aforesaid, the cost and expense of such performance.

(d) Tenant shall remove snow from and maintain the cleanliness of all ramps, hangar taxiways, and paved areas on the demised premises.

(e) Tenant shall keep the demised premises and the buildings, improvements, and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant, provided, however, that Tenant may in good faith contest the validity of any lien.

Section 6.06 Inspection of Premises. City, its officers, employees, agents, representatives, and contractors shall have after notice to Tenant, the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this agreement, and for the accomplishment of any set of actions which City may be obliged or have the right to do under this agreement or otherwise.

Section 6.07 Records and Reports to City. Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by Tenant and made available to City at a location upon the airport or within the City upon demand.

Tenant shall:

- (a) Maintain, in accordance with generally accepted accounting practices, during the term of this agreement and for one year after the termination and expiration thereof, and for a further period, not to exceed 5 years, extending until the Comptroller shall give written consent to the disposal thereof, records and books of account recording the gross receipts, as defined in (e) hereinbelow, as derived from the services performed pursuant to Sections 5.02, 5.03, and 5.04.
- (b) Tenant shall likewise provide, upon request, at the demised premises separate consecutively numbered sales checks and/or credit card receipt forms upon which shall be recorded all charges levied as such transactions occur, and shall also keep and preserve during the term of this agreement, full, complete, and true records of all fuel sold and all purchases made by Tenant or delivered to Tenant of aviation fuel from its suppliers or other sources, with a breakdown as to clearly separate types, such as jet fuel, aviation gasoline - 80 or 100 octane, diesel fuel, leaded automotive gasoline, and unleaded automotive gasoline.
- (c) Tenant shall likewise make a separate report of the landing of all aircraft based with Tenant or any of Tenant's sublessees, licensees, or agents and submit this report to the Commissioner together with payment of the landing fees on a monthly basis by the 10th day of the month succeeding the month of report. Said report shall show the date and time of arrival of each aircraft, its type, gross landing weight, and registration number.
- (d) Tenant shall furnish City, on or before the 15th day following the last day of each calendar month during the term of this agreement, a statement of the amount due to City from the preceding month, as defined in ARTICLE IV in connection with its operation hereunder of all activities authorized by this agreement.
- (e) The term "gross receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amounts of all the charges made by Tenant or any of the its subtenants, licensees, agents, or wholly owned, affiliated companies occupying space on the demised premises and supplying any support services author-



ized in ARTICLE V of this agreement, other than for the sale of fuel and aircraft, whether made on, in or from the demised premises for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid, excepting from the determination of said amount, any taxes or fees collected on behalf of any government body or taxing agency including the City of Chicago.

- (f) All revenue shall be deemed to be received at the time of determination of the amount due the Tenant for each transaction, whether for cash or credit, and not at the time of payment, unless otherwise specifically stated in this agreement, or subsequently authorized in writing by the Commissioner of Aviation.
- (g) For each lease year of this agreement and any extension thereof or fractional part of a lease year either ending in termination or occurring at the beginning of the initial term but prior to the first lease year, Tenant shall furnish to City a statement prepared by an independent certified public accountant, and attested to by Tenant, covering, separately, all payments required under ARTICLE IV. This yearly report shall be called the Statement of Sales, Leases, Services, and Rents. Tenant shall, upon reasonable request, furnish promptly such other and further financial or statistical reports and data, dealing with its business hereunder, as City may, from time to time require.
- (h) "Lease year", as used herein, shall mean a calendar year. The first lease year shall commence on the first day of the month of January. Each succeeding and consecutive lease year shall begin on the anniversary of said day.
- (i) Tenant shall provide the hereinabove described annual "Statement of Sales, Leases, Services, and Rents" representing the business operations authorized under this agreement by month for the period being reported on, together with an opinion thereof by an independent certified public accountant. The tenant must inform City of the identity of the independent certified public accountant prior to submitting this required statement and such independent certified public accountant must be acceptable to and approved by City.

The following opinion would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales, leases, services, and rents reported to the City of Chicago by \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, relating to all sales, leasing, rentals, repairs, maintenance, and other services authorized and specified in ARTICLE V of that certain lease between the City of Chicago and \_\_\_\_\_, at Chicago Midway Airport, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales, leases, services, and rents showing gross sales, leases, services, and rents of \_\_\_\_\_, hereinabove represents fairly the amount of gross receipts as defined in the lease, for the period from \_\_\_\_\_ to \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller may cause an audit to be performed at Tenant's expense.

City, by its officers, employees, agents, representatives, and contractors may at any time at City expense cause an audit or audits to be performed.

Section 6.08 Equal Opportunity. Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C. F. R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C. F. R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly the Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.09 Non-Discrimination in the Use of the Premises. This agreement involves the construction or use of, or access to, space on, over or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (1) no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In construing Section 6.08 and 6.09, the parties agree that Tenant shall not be deemed to be in violation of either of these sections by mere accusation or the filing of any charges but that the highest court having jurisdiction over any claim of discrimination must render a final judgment adverse to the Tenant. Further, in the event that Tenant satisfies any judgment rendered against it which may constitute a violation of Sections 6.08 or 6.09, such satisfaction shall serve to cure any violation of 6.08 and 6.09 which may be deemed an event of default pursuant to the terms of this agreement.

Section 6.10 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 privilege and right of conducting any one or all activities of an aeronautical nature.

Section 6.11 Performance Bond. At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of \$\_\_\_\_\_ for a period of 6 months, in a form approved by the Comptroller, which bond shall guarantee faithful performance of the provisions of this agreement, including but not limited to payment of monthly percentage remittance, fuel fees, and base rent due City. The surety company at its option may renew this bond by a new bond for a continuation certified each year. In the event a new bond is used the amount shall not be cumulative but the required amount may vary from year to year and City reserves the right to increase or decrease the amount every two years by the percentage of increase or decrease in Tenant's financial obligations to City under the terms of this agreement since the time of calculation of the last Performance Bond amount.

Section 6.12 Lighting. Tenant shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Tenant's expense from dusk to dawn and during periods of restricted visibility.

#### ARTICLE VII - MAINTENANCE BY CITY.

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair (including the removal of snow, vegetation, stones, and other foreign matter as reasonably as may be done, from runways, taxiways, connections therefrom, and roadways) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment now or hereafter provided by City, serving the demised premises but located outside the demised premises.

ARTICLE VIII - INDEMNITY.

Tenant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any acts or omissions of Tenant, its officers, agents, and employees, on the premises or elsewhere at the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may be in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so as its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

ARTICLE IX - INSURANCE

Section 9.01 Coverage. Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article VIII hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the Laws of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.
- (d) Insurance upon the buildings and improvements: (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy.
- (e) During the course of construction of the improvements provided for herein, owners protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence and a construction performance bond of not less than the minimum amount for the construction specified in this agreement.

Section 9.02 General. All insurance policies which Tenant is required to maintain under the terms of this agreement shall be obtained from an insurance company or companies of substantial financial resources and shall in all cases where possible name City as additional

insured thereunder. If the Comptroller reasonably objects to any insurance company from whom Tenant has obtained or proposes to obtain any such policy, on grounds of the questionable stability or financial resources of such company, Tenant shall not obtain such policy from such company, or as the case may be, will obtain a replacement policy from a company satisfactory to the Comptroller. Any insurance which Tenant is required to maintain under the terms of this agreement may be effected by blanket policies of insurance covering other companies affiliated with Tenant and risks at other airports. Tenant shall deliver a certified copy of each such policy, or a certificate or certificates evidencing the existence thereof, or binders, to the Comptroller within 10 days after the effective date of this agreement. In the event any binder is delivered it shall be replaced within 30 days by a certified copy of the policy or a certificate. Each such policy shall contain a valid provision or endorsement that it may not be cancelled or modified without ten days advance written notice thereof to City. A renewal policy or certificate shall be delivered to the Comptroller at least 10 days prior to the expiration date of each such expiring policy, except for any policy expiring after the date of the termination of this agreement.

In any event, Tenant is not to 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 Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of this agreement.

#### ARTICLE X - DAMAGE TO OR DESTRUCTION OF PREMISES.

(a) If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are payable, or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property, to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the Project so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modification as may be approved by the Commissioner of Public Works and the Commissioner of Aviation.

(b) In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace, or reconstruct the Project substantially to the same condition as prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its tenancy under this agreement. In such case the insurance proceeds shall be paid to City. Tenant, at its expense, upon notice to do so by City, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace, or reconstruct the Project regardless of the sufficiency of insurance proceeds for such purpose.

(c) Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to the Project are to be applied and disbursed as follows:

- (1) To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss.
- (2) To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications, and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.
- (3) To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the Project shall at all times be free from liens for any labor, services performed, or materials furnished or delivered in connection with such work.
- (4) Of the balance, if any, of the insurance proceeds exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to City such proportion thereof as the number of full lease years immediately preceding the lease year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

#### ARTICLE XI - ABATEMENT OF RENT.

Section 11.01 Closing of Airport. If during any period of time or times during the term of this agreement the Airport is closed to the operation of aircraft, and has been so closed for at least 5 consecutive days immediately prior to such period, Tenant shall not be liable for the fixed rent provided for in Section 4.01 allocable to such period or periods.

Section 11.02 Casualty Rendering Premises Unuseable. If as a result of fire or any other casualty, not caused by the fault of Tenant, or of a temporary taking by any lawful authority the premises or a portion thereof are rendered unuseable by Tenant, Tenant shall during the period of such unuseableness not be liable for a portion of the rental for the premises on an equitable basis considering the amount and character of the space the use of which is denied Tenant as compared with the entire premises.

#### ARTICLE XII - EQUAL TREATMENT.

During the term of this agreement the City may grant to other individuals, firms, or corporations a privilege to conduct the same or a similar type of business on, upon, and from the Airport under substantially similar terms, conditions, and beginning rates than those applicable under this agreement. Provided, however, that the Airport shall not be required to renegotiate ground and/or facility rent at the same time with all fixed base operators on the airport nor to charge the same ground and/or facility rent for more or less desirable land or facilities, which desirability is to be determined at the sole discretion of the City.

ARTICLE XIII - SIGNS.

Tenant shall have the right to erect, maintain or display any signs or any advertising at or on the exterior parts of the premises so as to be visible from outside the premises with the prior written approval of the Commissioner of Aviation.

ARTICLE XIV - TERMINATION.

Section 14.01 By City. (a) If any one or more of the following events which shall constitute "events of default" shall occur, and not be corrected in a timely manner, City shall have the right to terminate this agreement or to terminate Tenant's tenancy hereunder:

- (i) Tenant shall fail to pay the base rental and the other fees and charges covered under this agreement in the amounts and at the times and in the manner herein provided and such failure shall continue for 15 or more days after written notice thereof shall have been given to Tenant.
- (ii) Tenant shall abandon or vacate the premises or shall permit the same to remain vacant or unoccupied without the consent of City first had and obtained;
- (iii) Tenant shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or (2) file a voluntary petition in bankruptcy or of insolvency under any federal or state bankruptcy or insolvency law, or (3) make a general assignment for the benefit of its creditors, or (4) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (5) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Tenant bankrupt or insolvent or approving a petition seeking reorganization by Tenant or appointing a receiver, trustee, or liquidator of all or a substantial part of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of 90 consecutive days; or
- (iv) Tenant shall fail to observe its obligations under this agreement and such failure shall continue for 30 days after receipt of a written notice of such default from City, or if such failure cannot be cured within 30 days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

City may give to Tenant written notice of its intention to terminate this agreement (hereinafter referred to as the termination notice) on a date specified not less than 5 days after the delivery of such notice. If Tenant shall not commence to cure or remedy the default prior to the date of termination specified in the termination notice, Tenant's leasehold interest hereunder and right to occupy the premises shall terminate on said termination date.

(b) In the event of termination, in accordance with this Section 14.01, and whether or not City exercises its rights to re-enter granted therein, all the obligations of Tenant under this agreement shall survive and shall remain in full force and effect for the full term of this

agreement, excluding extensions thereof that have not at the time of termination become fixed, and Tenant shall be liable for the same amount of damages to City as if this agreement had not terminated. City may maintain separate actions each month to recover the damages then due or at its option and at any time may sue to recover the full provable damages, less a discount, for the entire term.

(c) City upon termination and re-entry may occupy the premises or may relet the premises and shall have the right to permit any person, firm, or corporation to enter upon the premises and use the same. Such reletting may be of a part only of the premises or of all of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term of this agreement, and on terms and conditions the same as or different from those set forth in this agreement. City shall also upon termination and re-entry have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises, without affecting, altering, or diminishing the obligations of Tenant hereunder. In the event either of any reletting or any actual use and occupancy by City (the mere right to use and occupy not being sufficient however), there shall be credited to the account of Tenant against its obligations which have survived hereunder any net amount remaining after deduction from the amount actually received from any sublessee, licensee, permittee, or other occupier in connection with the use of the said premises or portion thereof during the balance of the term of this agreement, or from the market value of the occupancy of such portion of the premises as City may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by City in connection therewith. No such reletting or such use and occupancy shall be or shall be construed to be an acceptance of a surrender.

(d) The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of City's right to act out of any other right hereby given City, or as an election not to proceed under the provisions of this agreement.

Section 14.02 By Tenant. (a) Tenant may terminate this agreement and all of its obligations hereunder upon and after the occurrence of any of the following events and the lapse of any time hereinafter specified:

- (i) If Tenant becomes unable to conduct upon the premises its normal operations because of any rule, order, or regulation of any governmental agency having jurisdiction over the Airport, or on account of any condition of or inadequacy of maintenance of the facilities of the Airport maintained or provided by City, or upon abandonment of or substantial curtailment in operations conducted at the Airport, and such inability shall have continued for a period of at least 30 days; or
- (ii) City shall fail to perform any of its obligations under this agreement and such default shall continue for a period of 30 days after receipt of written notice thereof from Tenant.



(b) If Tenant desires to terminate this agreement pursuant to this section it shall, after an event described in subsection (a) of this section has occurred and the time therein specified lapsed, deliver to City a written notice of termination specifying a date of termination not less than 5 days after the delivery of such notice of termination. Tenant's obligations under this agreement shall cease upon such termination date, unless the event is one described in (a) (ii) of this section and City cures such default prior to such termination date. No such termination shall relieve City of its obligations under this agreement nor affect the liability of City to Tenant for any breach of this agreement.

Section 14.03 As to Both Tenant and City. In the event that a United States governmental agency shall take over the premises or take over other facilities at the Airport with the result that City no longer operates and controls the Airport, then and in that event City and Tenant shall be released and fully discharged from any and all liability hereunder and this agreement shall thereupon terminate.

City or Tenant may, if either so elects, pursue any other remedy provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### ARTICLE XV - SURRENDER OF POSSESSION AND REMOVAL OF PROPERTY.

Section 15.01 Surrender of Premises. Upon termination of this agreement for any reason Tenant shall surrender the premises in good condition and repair, except for reasonable wear and tear and matters which are the responsibility of City.

Section 15.02 Removal of Property. Tenant shall be entitled during the term of this agreement and for a period of 30 days after its termination for any reason to remove from the premises all of its trade fixtures, equipment, supplies, furniture, and other property; subject, however, to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder, and provided that Tenant shall repair all damage resulting from such removal.

#### ARTICLE XVI - FORCE MAJEURE.

Neither the City nor Tenant shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

#### ARTICLE XVII - MISCELLANEOUS.

Section 17.01 Assignment and Sublease. (a) Tenant shall not, without the prior written consent of the City Council, (i) assign or convey this agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this agreement, or any mechanical lien upon Tenant's interest, involuntarily or by operation of law; or (iii) sublet the entire demised

premises or any portion of the hangar complex where the subtenant leases 25% or more of the total hangar or office space or of the combined hangar and office in any given hangar building. Any such action on the part of Tenant shall be void and of no effect. City's consent to any assignment, subletting, or transfer or City's election to accept any assignee, subtenant or transferee as the tenant hereunder and to collect rent from such assignee, subtenant or transferee shall not release the original Tenant from any covenant or obligation under this agreement unless City expressly agrees to such release. City's consent to any assignment, subletting or transfer shall not constitute a waiver of City's right to withhold its consent to any future assignment, subletting or transfer.

(b) Tenant shall not without the prior written consent of the Commissioner of Aviation: (i) sublease a portion of the demised premises, or (ii) permit the use of the demised premises by any parties other than Tenant, its employees, and invitees.

(c) Tenant may, however, license, on a month-to-month basis, the use of desk or office space for flight crews, maintenance personnel, inspectors, and other personnel of its customers and storage space for customers with only one airplane or helicopter. A listing of these licensees must be submitted to and reviewed by the Commissioner of Aviation twice each year, on January 15th and June 15th.

Section 17.02 Notices. All notices or other written communications provided for herein shall be delivered in person, by telegram, or certified mail, return receipt requested, and shall be delivered to the parties at the following address, or such other address either party may from time to time specify to the other in writing:

To Tenant:

Mr. Thomas E. Comeau  
Executive Vice President  
110 Summit Avenue  
P.O. Box 460  
Montvale, New Jersey 07645

To City:

Commissioner of Aviation  
City of Chicago  
121 North LaSalle Street  
Room IIII - City Hall  
Chicago, Illinois 60602

All such notices or communications shall be deemed given or delivered when actually received by the party to whom directed.

Section 17.03 Commissioner of Aviation. References herein to the Commissioner of Aviation shall be deemed to refer to the Commissioner of Aviation of the City of Chicago or such other official of the City who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Aviation is required and is requested such approval shall not be unreasonably withheld.

Section 17.04 Commissioner of Public Works. References herein to the Commissioner of Public Works shall be deemed to refer to the Commissioner of Public Works of the City of Chicago or such other official of the City, who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Public Works is required and is requested such approval shall not be unreasonably withheld.

Section 17.05 Comptroller. References herein to the Comptroller shall be deemed to refer to the Comptroller of the City of Chicago or such other official of the City who may have the responsibility presently assigned to said Comptroller.

Section 17.06 No Waiver of Defaults. No waiver by either party hereunder of any default by the other party in the performance of any of its obligations under this agreement shall be construed to be a waiver of any other obligation or subsequent default by such other party.

Section 17.07 Separability. In the event any provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall in no way affect any other provision herein contained.

Section 17.08 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit, or prescribe the scope or intent of any provision of this agreement.

Section 17.09 Governing Law. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10 Benefit. All of the rights and obligations of each party herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of such party.

Section 17.11 Counterparts. This agreement may be executed in several counterparts each of which shall be deemed an original.

Section 17.12 Sublessors and Assigns. Subject to the terms and condition of ARTICLE I hereof, the provisions of this lease shall bind and inure to the benefit of the successors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents, servants or employees of City or Tenant.

Section 17.13 Industrial Revenue Bonds. City agrees that Tenant may do whatever is legally necessary to secure industrial revenue bond financing for the purpose of funding the improvements required or elected to be constructed by Tenant on the demised premises.

Section 17.14 Operating Agreement. References herein to the operating Agreement refer to those portions of this agreement which govern the aviation support services to be provided by the Tenant, as distinct from those portions where refer exclusively to the land and building(s) used as the base of these service operations.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_ (C.J.P. pp. \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO  
a municipal corporation

APPROVED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner of Aviation

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

*Kim M. Megaro*  
\_\_\_\_\_  
Assistant Corporation Counsel

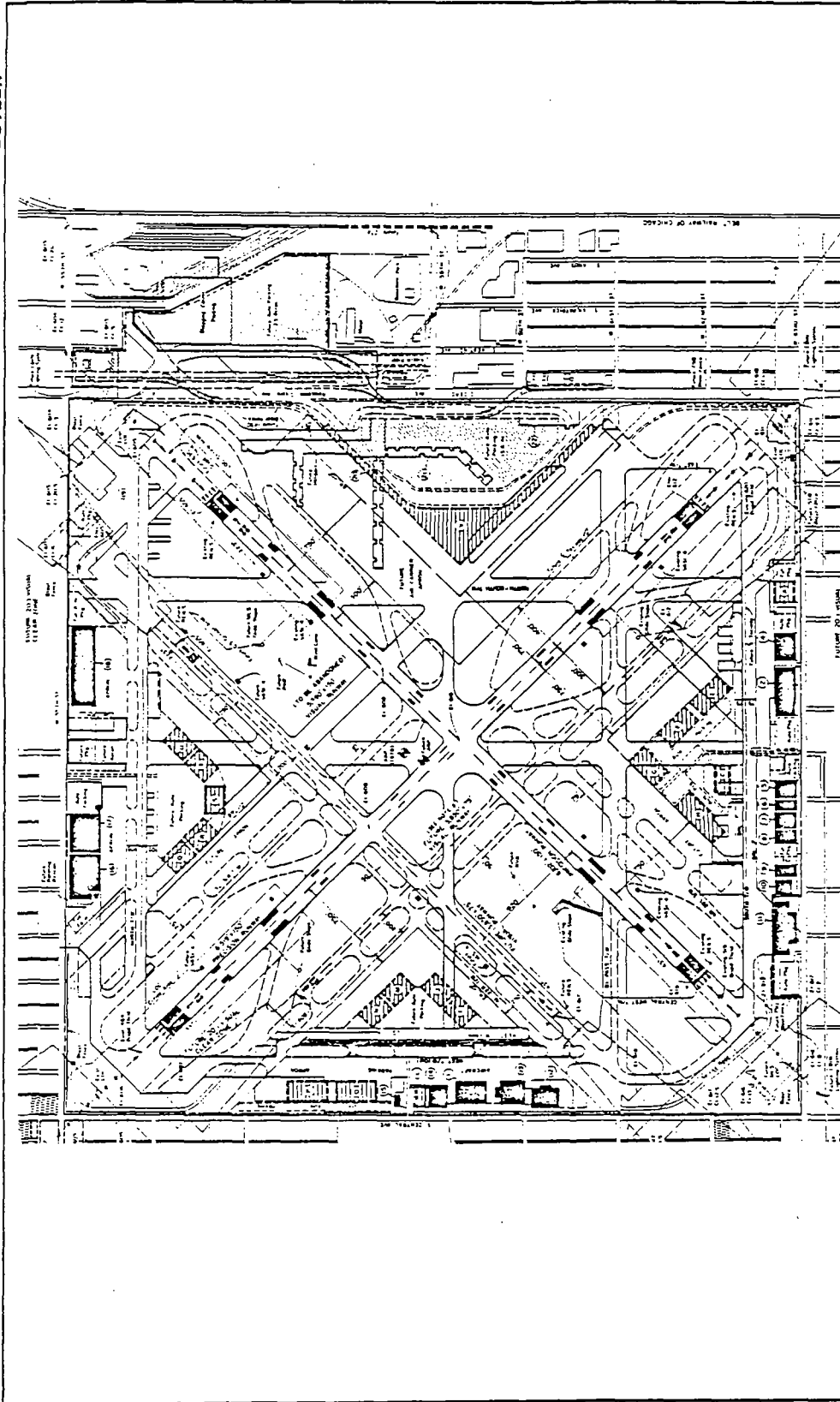
ATTEST:

BUTLER AVIATION-MIDWAY, INC.  
an Illinois corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
President

BUTLER



CHICAGO/CHRYSLER TRISTAR  
CLUBS/CLUBHOUSE/MAVENS  
CLUBHOUSE/CLUBHOUSE/CLUBHOUSE

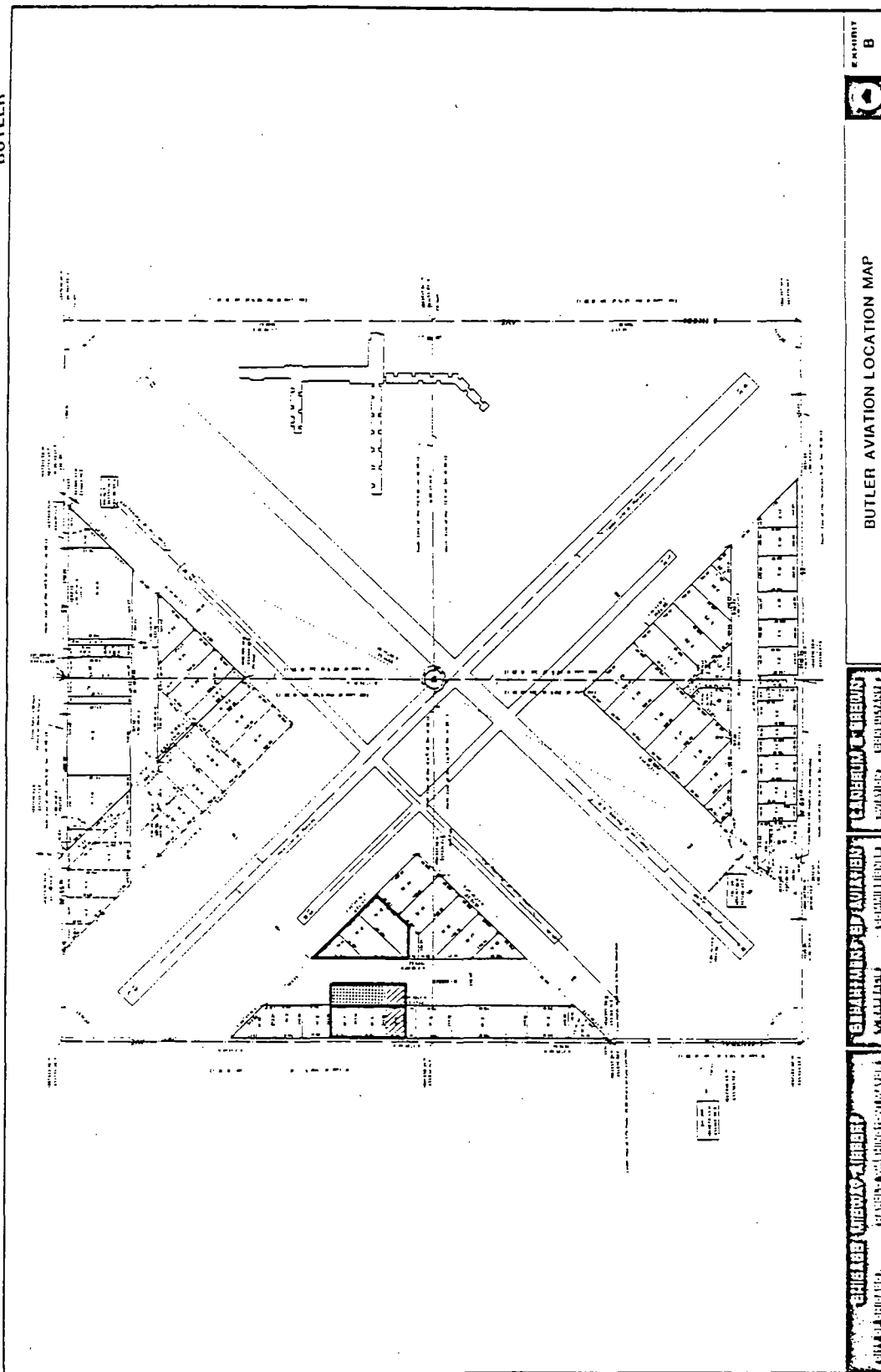
DEPARTMENT OF CULTURAL AFFAIRS  
CULTURAL AFFAIRS/CLUBHOUSE/CLUBHOUSE

CANERUM & HEROLD  
ARTISTS/ARTISTS/ARTISTS

**EXHIBIT A**

**FUTURE AIRPORT LAYOUT PLAN**

BUTLER



BUTLER AVIATION LOCATION MAP

CHIEF OF DEFENSE  
CHIEF OF DEFENSE

CHIEF OF DEFENSE  
CHIEF OF DEFENSE

CHIEF OF DEFENSE  
CHIEF OF DEFENSE



HANGAR, HANGAR SITE AND COMMERCIAL  
AVIATION SALES AND SUPPORT SERVICES AGREEMENT  
AT CHICAGO MIDWAY AIRPORT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") and CSX BECKETT AVIATION, INC., a Virginia corporation (hereinafter referred to as "Tenant").

W I T N E S S E T H:

That City, for and in consideration of the terms and conditions hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport (hereinafter called "Airport") in the City of Chicago, County of Cook, State of Illinois, as shown on Exhibit A attached hereto.

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Airport.

B. Other existing agreements and leases between City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and City with reference to the conveyance by the United States to City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to City for airport purposes.

C. The right of City to further develop, improve, maintain, modify, and repair the landing area, the general aviation area, the Terminal Buildings and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant; provided that such further development improvement, maintenance, modification, or repair is not in conflict with Tenant's right to quiet and peaceful possession of the demised premises.

ARTICLE I - TRANSFER AND INDEPENDENCE OF AGREEMENT.

The Tenant shall not, without prior approval of City, transfer this agreement, or any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting an independent contractor to provide any of the commercial aviation support services on, in or from the demised premises which Tenant itself is or can be authorized to perform under 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 Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then City may, upon receiving proof that such change involves control by a person or company unqualified to operate the type of business authorized by this agreement, declare such change a breach thereof.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto.

## ARTICLE II - LEASE OF PREMISES, CONSTRUCTION OF, TITLE TO, AND AMORTIZATION OF FACILITIES.

Section 2.01 Premises. City for and in consideration of the covenants and agreements herein mentioned to be kept and performed by both parties hereto, does hereby demise to Tenant the premises designated as follows:

- (a) Parcel #1 New Hangar Site A: a parcel of land totaling approximately 312,850 square feet, all as outlined in red and designated as plat S-14A and portions of plats S-15, S-16, S-17 and the southwestern  $\frac{1}{2}$  of S-18 on Exhibit C attached hereto, and by this reference made a part hereof, with an option until January 1, 1989 to develop the additional approximately 24,147 square feet identified by black cross hatching as the remaining portions of plats S-16, S-17 and the southwestern  $\frac{1}{2}$  of S-18 for development within a year of the exercise of said option in writing;
- (b) Parcel #2 Hangar and Hangar Site B: a hangar and a parcel of land totaling approximately 38,079 square feet, all as outlined in blue and designated as plat S-4 on Exhibit C attached hereto.
- (c) Parcel #3 Hangar and Hangar Site C: a hangar and a parcel of land totaling approximately 66,046 square feet, all as outlined in green and designated as plats S-6 and S-7 on Exhibit C attached hereto;
- (d) Parcel #4 Hangar and Hangar Site D: Tenant shall have an option to add this parcel to the demised premises at such time as the hangar and the hangar site of approximately 23,043 square feet all as outlined in yellow and designated as plat S-5 on Exhibit C attached shall be vacated by the present occupant.

Section 2.02 Construction. Tenant, after securing necessary permits therefor, shall, at its own cost and expense, erect and install on demised premises a hangar, terminal, ramp area, and other related structures and associated site work (hereinafter referred to as "the Project"), at a minimum capital expenditure of not less than \$2,500,000, including architect's and engineer's fees, costs of plans and specifications, and other costs incidental to such erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of

Aviation (hereinafter called the "Commissioner") and the Commissioner of Public Works. Tenant agrees to pay in full, within 30 days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners of Aviation and Public Works. This fee, if required, shall be based upon a schedule of professional service charges which is reasonable and customary for architectural and engineering reviews of similar scope. The Project shall be completed, except for minor punch list items, within 24 months after receiving final written approval by the City of plans and specifications.

(a) During the period of construction, all construction work, workmanship, materials, and installation involved or incidental to the construction of the improvements shall be subject at reasonable times during normal business hours to inspection by City, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications.

(b) Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of the Project including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, with a separate breakdown of the cost of construction of aircraft tie-down and aircraft parking areas within 60 days after the completion of the construction thereof, and shall, if requested by City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within 60 days after its receipt whether said itemized statement and supporting invoices or other records meet with his approval or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by City within 60 days following receipt thereof. Upon approval of the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated hereinbelow; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such 60 day period. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

(c) In the event that the entire demised premises or such part thereof as City and Tenant mutually agree will substantially impair Tenant's ability to use the premises for the purpose specified in this agreement, are required for Airport purposes prior to the expiration of this agreement, the Commissioner may, upon 60 days advance written notice to Tenant, direct Tenant to vacate the same. If Tenant is required to vacate all or a part of the demised premises in accordance with the foregoing provisions of this subsection (c), or in the event this agreement is terminated for any reason other than by action of City pursuant to Section 14.01, or action of the federal government pursuant to Section 14.03, City, within 60 days after Tenant's vacation of the premises, will pay to Tenant the unamortized portion of the cost of the Project; such amortization to be computed on a straight-line basis over the initial term of this agreement. If this agreement is terminated by City pursuant to Section 14.01 prior to the end of the initial term of this agreement, and City thereafter leases the Project or any substantial part thereof to some person other than Tenant, City will require such other person to pay to Tenant the unamortized portion of the cost of the Project, or such part thereof, calculated as

above provided. In the event City requires the demised premises or a substantial part thereof to be vacated in accordance with the foregoing provisions of this subsection (c), or in the event the premises or a substantial part thereof are taken by some other governmental unit, City will use its best efforts to make available to Tenant another suitable location on the Airport at which it can conduct the business contemplated by this agreement.

(d) Prior to commencement of construction of the Project, the plans shall be submitted to the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

(e) Where the City has constructed or installed roadways and lines for water, sewage, electricity, gas, and storm drainage to the perimeter of the demised premises, Tenant, at its sole expense, shall have the right to construct, or have constructed or installed, similar roadways, lines, and facilities and to connect the same to water supply and sewage lines, and to receive all necessary utilities and services; provided, however, that Tenant shall secure all necessary applications and permits and shall pay all necessary application and permit fees and user charges occasioned thereby. City hereby grants any and all easements that may be necessary for the purpose of connecting, maintaining, repairing or replacing such roadways and lines.

Section 2.03 Title. Title to the Project upon completion is vested in the City and title to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in City.

### ARTICLE III - TERM.

Section 3.01 Initial Terms. The initial term of the operating portion of this agreement, providing for the commercial aviation sales and support services agreed upon herein, will commence on \_\_\_\_\_, the date of authorizing ordinance of the City Council of the City of Chicago, and terminate on December 31, 2004. The initial term of the various parcels delineated in Section 2.01 are as follows:

For Parcel #1 - will commence on the date of beneficial occupancy of the land by the Tenant and terminate December 31, 2004;

For the Option Area of Parcel #1 - will commence on the date on which the Commissioner of Aviation approves in writing Tenant's written request to exercise its option and will terminate on December 31, 2004

Parcel #2 - will commence on the effective date of the operating agreement and will terminate on December 31, 1989.

For Parcel #3 - will commence on the effective date of the operating agreement and will terminate on December 31, 1989.

For Parcel #4 - will commence on the date on which the Commissioner of Aviation approves in writing Tenant's written request to exercise its option to add this parcel and will terminate on December 31, 1989.

Section 3.02 Five-Year Extension. If Tenant shall desire to extend the initial terms listed above in Section 3.01 for 5 more years, resulting in a new termination date for Parcel #2 of December 31, 1994 for Parcels #2, #3, and #4, then Tenant shall notify the City in writing of its intention to do so no less than 1 year and no more than 2 years prior to the expiration of the initial terms. Following such notification, the City shall prepare a revised hangar building rental for the Parcels in question, based on 2 separate, current, fair-market real estate appraisals for each Parcel commissioned and paid for by the City. Tenant shall have 60 days after receipt of City's new rental terms to confirm or withdraw its option to extend this agreement on said Parcel(s).

Section 3.03 Commitment to Reconstruction. If Tenant shall desire to extend the term for Parcels #2, #3, and #4 through the initial term of the operating portion of this agreement, December 31, 2004, Tenant agrees to invest a minimum of \$330,000 (in 1984 dollars) in capital improvements to Hangar and Hangar Site B, \$306,000 (in 1984 dollars) in capital improvements to Hangar and Hangar Site C, and \$204,000 (in 1984 dollars) in capital improvements to Hangar and Hangar Site D, or at an earlier date with the approval of the Commissioner. Said improvements are not to be mere maintenance items and will be subject to the same conditions established in Sections 2.02 and 2.03 hereinabove, except as to the amount of capital invested and the shorter amortization periods. If by mutual agreement the City and the Tenant decide that such capital expenditures could be used to greater advantage as part of a program calling for the demolition of one or more of these older buildings and its replacement with a new structure, then the Commissioner may request a reopening of negotiations to draw up and recommend to the City Council a new agreement covering the Parcel or Parcels in question.

Section 3.04 Final Option to Extend. If Tenant shall desire to extend the term of the operating agreement and of any or all of the Parcels under this agreement from January 1, 2005 through December 31, 2009, then Tenant and City shall follow the same notification procedures under the same time constraints, as specified immediately hereinabove in Section 3.02 and the City shall follow the same appraisal process as specified immediately hereinabove. An amendment will be prepared incorporating new rentals determined through the appraisal process as specified immediately hereinabove, and after being executed by the Tenant, will be recommended by the Commissioner to the City Council for approval.

If Tenant continues in possession of the premises after the term of this agreement has expired and not subject to its proper exercise of an option to extend, Tenant shall, at the option of the City, become a tenant from month-to-month under and upon the covenants, agreements, terms and conditions set forth. Any such hold over tenancy may be terminated by either Tenant or City upon the giving of not less than a 30-day written notice of the intention to terminate.

Section 3.05 Other Terms and Conditions. Except for the changes in land and building rental covered in this ARTICLE III and the following ARTICLE IV all other terms and conditions remain the same during any extension of this agreement.

#### ARTICLE IV - RENT.

Section 4.01 Base Rent. (a) Tenant shall, during the term of this agreement, pay to the City a land rental each month, in advance, 1/12 of a total annual land rental for each year following the effective dates specified below for the separate parcels covered by this

agreement, according to the schedule of rates established for airport land below:

For the years 1984 through 1987 - 25¢ per square foot per year.

For the years 1988 through 1992 - 35¢ per square foot per year.

For the years 1993 through 1997 - 45¢ per square foot per year.

For the years 1998 through 2002 - 55¢ per square foot per year.

For any years from 2003 through 2007 - 75¢ per square foot per year.

For any years from 2008 - by appraisal.

Tenant shall not, however, be billed for nor obliged to pay land rental on any aircraft tie-down and aircraft parking ramps which it constructs as a part of, and at the same time as, the Project. Tenant shall be allowed to amortize the cost of the construction of such areas at an annual rate equal to the rental rates per square foot specified immediately hereinabove times the number of square feet certified by the Commissioner in writing as qualifying for such amortization and shown on Exhibit B attached hereto and by this reference made a part hereof. The land rental specified in this Article shall become due and payable for these aircraft tie-down and parking areas on the occurrence of the sooner of the following events: a) the full amortization of the Tenant's cost of construction as determined in Section 2.02, of b) the beginning of the extended term of the agreement.

(b) Tenant shall also pay to the City a building rental for each of the existing buildings for each year of the respective years specified below, according to the following schedule with 1/12 of the stated amount payable each month, in advance:

Hangar A (Parcel #2): \$26,225.00 for the years 1984 through 1989.

Hangar B (Parcel #3): \$15,500.00 for the years 1984 through 1989.

Hangar C (Parcel #4): \$7,250.00 for the years 1984 through 1989.

Hangar rentals for these three buildings for the years 1990 through 1994 are to be determined by the method covered in Section 3.02 hereinabove.

Where there is no building rental the land rental shall be hereinafter referred to as the Base Rent. Where a building rental is also involved Base Rent refers to the combination of the two rentals.

Any rental or fees payable by Tenant hereunder which are not paid within 5 days after the timely receipt of a notice of non-payment shall bear interest at the rate of 10% per year from the due date thereof until paid. Tenant shall pay on or before the first day of each month, in advance, to the Comptroller 1/12th of the annual amounts listed for the parcels designated in ARTICLE II hereinabove. If any rental hereunder commences after the first day or terminates prior to the last day of the month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

Section 4.02 Fuel Fees. In addition to the fixed rent specified above, Tenant shall pay to City 5¢ per gallon on all aviation jet fuel and 6 1/2¢ per gallon on all aviation gas sold at the Airport from the effective date of the operating agreement through January 31, 1985. For the period February 1, 1985 through January 31, 1986 and each subsequent twelve month period or fraction thereof during the term of this agreement, Tenant shall pay the City fuel flowage fees equal to 5% of the average wholesale cost paid separately for jet fuel and aviation gas by all the approved fixed base operators at the Airport during the preceding calendar year, calculated to the nearest 1/10 of a cent. In no case, however, are such fuel flowage fees to go below 5¢ per gallon for jet fuel and 6 1/2¢ per gallon for aviation gas during the term of this agreement. Tenant further agrees to submit to the City by the 15th of December of each year records of all aviation fuel delivered to Tenant during the current calendar year through November and including the final month (December) of the previous calendar year with a breakdown as to types as specified in Section 6.07, (b) hereinafter below. These records, taken together with those submitted by the other authorized fixed base operators on the Airport, will provide the basis for the recalculation of fuel flowage fees provided for immediately hereinabove.

Tenant further agrees to pay City a minimum of 5¢ a gallon for automotive fuel sold at the Airport with the same procedure for an annual review and possible fee adjustment to guarantee the City a fee equal to 5% of the average wholesale cost of these products as delineated in this Section 4.02 for aviation jet fuel and aviation gas.

Section 4.03 Aircraft Sales and Percentage of Gross Receipts. In addition to the fixed rent and fuel fee specified above, Tenant during each lease year shall pay to City 2% of the first \$1,000,000 of "gross receipts" per year (as hereinafter defined in Section 6.07, (e)), 3% of any gross receipts over \$1,000,000 to \$4,000,000 per year and 4% of any gross receipts over \$4,000,000 per year, received by Tenant or any of its licensees, agents, or subtenants at the Airport, pursuant to the privileges and obligations authorized by this agreement in Section 5.02 and Section 5.03, except that Tenant will pay City for the sale of aircraft, whether new or used, on the following scale per aircraft:

|                                         |           |
|-----------------------------------------|-----------|
| Single engine piston aircraft . . . . . | \$ 50.00  |
| Light twin piston aircraft . . . . .    | \$ 100.00 |
| Other piston aircraft . . . . .         | \$ 150.00 |
| Turbo prop aircraft . . . . .           | \$ 200.00 |
| Corporate jet aircraft . . . . .        | \$ 300.00 |

which fees for the sale of aircraft will double after the 10th year of this agreement.

If Tenant holds a second or third agreement substantially the same as this agreement covering its operations on and from other demised premises at the Airport, then the annual gross receipts shall be cumulative for all such leases for purposes of calculating the percentage rental due to the City under this Section 4.03.

Section 4.04 Landing Fees. (a) Tenant shall pay the current landing fees in effect at Chicago Midway Airport for each landing at such airport of any of its own aircraft, whether such aircraft are being operated by Tenant for one of the purposes authorized under this agreement or for other reasons.

(b) Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.05 Minimum Guarantee. The minimum annual guarantee to be paid on "Percentage of Gross Receipts" portion of Section 4.03 hereinabove shall initially be a sum equal to the total square feet of land under lease to Tenant times 10¢ per square foot. Options, if any, to add other areas, will increase the minimum annual guarantee according to the formula established in this Section 4.05 and will begin on the date such option(s) is exercised.

(a) This minimum will be adjusted beginning January 1, 1988, 1993, 1998, and 2003, by multiplying the rate of 10¢ per square foot per year by a fraction, the numerator of which is the Producer Price Index/All commodities ("PPI") published by the United States Department of Labor Statistics (1967 = 100) for each of the scheduled years of adjustment and the denominator of which is the PPI for 1983.

(b) As soon as is reasonably feasible in the years 1988, 1993, 1998, and 2003, City shall furnish Tenant with a statement showing (i) the amount of the new guaranteed annual minimum for the next 5 years, calculated according to the formula set forth in paragraph (a) immediately hereinabove, and (ii) the amount of any deficiency or excess with respect to the new annual minimum guarantee. Tenant shall pay deficiency to City as shown by such statement within 30 days after receipt of such statement. Tenant shall have the option, should there be an excess, of either asking for a refund or requesting that the excess be credited against payments next due hereunder.

(c) If the manner in which the PPI is determined by the Department of Labor shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have obtained if the PPI had not been so revised. If the 1967 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the PPI shall become unavailable to the public because publication is discontinued, or otherwise, City will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

Section 4.06 Place, Time, and Manner of Payment. On the first day of each month of each lease year, Tenant shall pay 1/12 of the annual minimum guarantee and the Base Rent as set forth in Section 4.01 of this agreement.

The fees and payments provided for in Section 4.02, that portion of Section 4.03 pertaining to the sale of aircraft, and Section 4.04 shall be payable on or before the 15th day of the succeeding month. Payments provided for in that portion of Section 4.03 pertaining to the percentage of gross receipts as defined in Section 6.07 (e) shall also be payable on or before the 15th day of the succeeding month, less the amount of the minimum guarantee established in Section 4.02 above, 1/12 of which is prepaid each month in advance, as previously prescribed. The reports specified in Section 6.07 (c) and (d) shall be forwarded with these payments.

All rent, fees, and other payments payable by Tenant to City under this agreement shall be payable at the Office of the City Comptroller, 121 North LaSalle Street, Room 501, City Hall, Chicago, Illinois, 60602.

Section 4.07 Sales to Parent, Subsidiaries, and Affiliates. Neither the fees specified in Section 4.02 nor the payments specified in Section 4.03 shall be payable by Tenant with respect to sales to or revenues received from (a) any person or corporation which directly or indirectly

through one or more subsidiaries owns more than 50% of the capital stock of Tenant or (b) any corporation of which more than 50% of the capital stock is owned by Tenant or a person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant; provided that the products sold to, or the services rendered to, such person or corporation are used or consumed by, or rendered directly for the benefit of, such person or corporation and are not sold or rendered to a business, such as an airline or charter flight service, which is competitive with other businesses at the Airport.

#### ARTICLE V - OPERATING RESPONSIBILITIES AND RIGHTS OF TENANT.

Section 5.01 Scope of Support Services. Support services are to be provided by Tenant to users of the Airport under two categories: (1) Primary Commercial Support Services, and (2) Secondary Commercial Support Services. It is understood that the Primary Commercial Support Services are mandatory obligations imposed upon Tenant, to be performed either directly or by designee, whereas the provisions of the Secondary Commercial Support Services specified in Section 5.03 are permissive. Tenant, and such of its parents, subsidiaries and affiliates as are approved by the Commissioner of Aviation, shall have rights to perform both those primary and secondary services on the premises and on other areas of the Airport with the permission of those entitled to possession of such other areas. Tenant shall have the right to charge for any or all of these services provided such charges are fair and reasonable as provided for in Section 6.03.

Section 5.02 Primary Commercial Support Services. Tenant shall perform the following services during all hours as described in Section 6.04 for aircraft operating at the Airport and soliciting from Tenant any of the services usually supplied by a fixed base operator:

- (a) Arrival and departure guidance, supervision of parking of aircraft, ramp assistance, and fire guard service for departing aircraft, as required;
- (b) Transport for passengers, crew, and ordinary hand baggage between aircraft and Tenant's hangar or public passenger terminals on the Airport;
- (c) Flight line servicing of aircraft including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products;
- (d) On request only, render minor aircraft services such as windshield wiping, checking tires, checking oil or fluid levels which are sometimes not desired;
- (e) Associated customer terminal services, including:
  - (i) Assist aircraft passengers and crew in obtaining local transportation, lodging, and general Chicago area information;
  - (ii) Maintain weather teletype service or similar means of conveying weather information;
  - (iii) Receive and transmit brief Unicom radio messages for the convenience of airborne passengers or waiting visitors when feasible; and
  - (iv) Convey messages to arriving or departing passengers using facilities of Tenant.



- (f) At least one specialized area of airframe, aircraft engine, radio, avionics repair, or other specific type of aircraft repair or maintenance service, which specialized area Tenant is to choose, informing the Commissioner in writing of such choice, on or before the effective date of this agreement. Tenant may change its area of specialization upon informing the Commissioner in writing of its new area of specialization.
- (g) Leasing or rental of hangar and office areas for aviation use and of aircraft tie-down and parking space.

Section 5.03 Secondary Commercial Support Services. Subject to the written notification to the Commissioner of Aviation, Tenant may engage in all or any of the following business endeavors:

- (a) Sale of aircraft;
- (b) Leasing or rental of aircraft or providing air charter, airfreight or flight management services;
- (c) Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any parts or accessories therefor;
- (d) Repair and maintenance service for aircraft and aircraft engines, their components and accessories, including executive type jet aircraft;
- (e) Provide equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services including into-plane loading of fuel purchased by any other airport tenant or operator authorized by City to buy fuel directly from a supplier for delivery at Airport;
- (f) Sale of airman materials and supplies and other aeronautical items;
- (g) Leasing or rental of desks, storage, or any equipment in connection with the conduct of aviation related activities.
- (h) The sale of automotive fuel for use in ramp vehicles;
- (i) The maintenance and repair of ramp vehicles;
- (j) Provide car rental services for its aviation services customers as the agent of any car rental company approved in writing by the Commissioner of Aviation.
- (k) Associated customer services not otherwise mandated under Section 5.02 (e).

Section 5.04 General Rights. (a) In addition to the above described responsibilities and rights Tenant shall have the right to perform and conduct such other activities and operations which the Commissioner of Aviation may later approve in writing as consistent with the rights, privileges, and responsibilities granted to Tenant which do not unreasonably conflict with the rights granted by the Airport to others, but no flight training is to be conducted in which student pilots take off or land at the Airport or use the airport facilities for any flying activities whatsoever.

(b) Tenant shall have the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject only to generally applicable regulations and rules with respect to the use of such facilities imposed by City or other governmental agency. Tenant shall also have the right of ingress and egress to and from the premises for its employees, customers, suppliers, and visitors and to park vehicles in the automobile parking areas demised to Tenant pursuant to this agreement. The use of any airport roads or public parking lots by Tenant, its employees, customers, and invitees shall be subject to the general rules applicable to similar users of the airport.

(c) Tenant, upon payment of the fees and all other payments and charges to be paid by Tenant under the terms of this agreement and upon observing and keeping each of the covenants of this agreement on the part of Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this agreement.

#### ARTICLE VI - OBLIGATIONS OF TENANT.

Section 6.01 Compliance with Laws. Tenant agrees at its own expense to comply with all laws, ordinances and governmental rules, regulations, and orders now in effect or promulgated at any time during the term of this agreement which as a matter of law are applicable to the operations of tenants at the Airport or to the use of the premises; provided, however, that if Tenant shall adequately secure and protect City from loss, cost, damage, or expense by bond or other means satisfactory to City, Tenant, at its sole expense and without cost to City, shall have the right to contest by proper legal proceedings the validity or applicability to it of any such law, ordinance, rule, regulation, or order, provided such contest shall not subject Tenant's leasehold estate to forfeiture or loss, or result in the suspension of Tenant's operations on the premises, and provided further that such contest shall not materially adversely affect the general operations, maintenance, construction, or financing of the Airport, or the obtaining of federal, state, municipal, or other funds therefor. Subject to the foregoing, Tenant may postpone compliance with any such law, until final determination shall be made adverse to the contentions of Tenant, at which time it will promptly comply therewith. Tenant shall prosecute all such proceedings with due diligence and dispatch.

Section 6.02 Compliance with Rules and Regulations. Tenant agrees to observe and obey (and to compel its officers, employees, invitees, subcontractors, licensees, and those doing business with it to observe and obey) the Rules and Regulations of City for the Airport as now in effect, and such further rules and regulations (including amendments and supplements thereto) of general application for the governing of the conduct and operations of persons doing business at or otherwise using or visiting the Airport as may from time to time during the term of this agreement be promulgated by City for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Airport, or for the safe and efficient operation of the Airport. Where there is a conflict between such Rules and Regulations and this agreement, the language of this agreement shall control. The obligation of Tenant to compel such observance and obedience on the part of its employees, invitees, and business visitors shall apply only while such persons are on the premises. City agrees that, except in cases of emergency, it will give notice to Tenant of every such rule or regulation adopted by it at least 5 days before Tenant shall be required to comply therewith. City shall supply Tenant with 2 copies of its presently effective Rules and Regulations, including the Airport Operations Manual which includes the emergency plan, and shall during the term of this agreement deliver to Tenant 2 copies of every amendment and supplement thereto. City

furthermore reserves the right to control by security gate or otherwise, all automobile, truck or other vehicles ingress to or egress from the Project, and from the Project to any adjoining taxiways or aircraft ramp areas, and the return to the Project from such taxiways or aircraft ramp areas.

Section 6.03 Standard of Operation. Recognizing that the principal purpose of City in entering into this agreement is to make available to the public and users of the Airport the products and services which Tenant is permitted to sell and render hereunder, in fulfillment of City's obligation to the public and users of the Airport, Tenant agrees to conduct a first class commercial aviation support and fixed base operation, consisting of the primary support services listed under Section 5.02. Tenant agrees to provide and maintain a substantial hangar and office/terminal complex with the facilities, equipment, supplies, materials, and personnel necessary to adequately provide the sales and services authorized in this agreement, including a clean lounge or waiting room for passengers and other customers, as well as an accessible restroom maintained in a clean and sanitary manner and a minimum of 2 telephones for public use. Tenant agrees that it will furnish its services promptly, efficiently, and adequately to meet all reasonable demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges (as established by Tenant) which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates, or other similar types of price reductions may be made to volume purchasers provided these in no way affect the payment of fuel fees as set forth in Section 4.02 hereinabove. Fairness and reasonableness of prices shall be judged by whether they are comparable to prices charged for services or products of similar caliber or quality at other airports similarly situated.

Section 6.04 Hours of Business. Tenant shall be open for and shall conduct business and furnish services on a schedule determined by the Commissioner of Aviation as the minimum operational standard for all designated base operators at the Airport providing the primary commercial support services designated in Section 5.02 of this agreement.

Section 6.05 Maintenance and Repair. (a) Tenant shall maintain the demised premises, the Project and all leasehold improvements, trade fixtures, and any equipment necessary to provide the aviation support services authorized under this agreement in good order and repair, keeping the same clean, safe, functioning, and sanitary.

(b) Tenant shall perform the routine day to day maintenance and cleaning necessary to keep the demised premises and all the equipment in a clean, safe, sanitary, and orderly condition; and will make all necessary repairs to keep such property in good and useable condition.

(c) In the event Tenant fails to perform or commence to perform, for a period of 30 days after written notice from City so to do, any obligation required by this Section 6.05 to be performed by Tenant; City may enter the premises involved (without such entering causing or constituting a termination of the agreement or an interference with the possession of said premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof and Tenant agrees to pay City such charge in addition to any other amounts payable to City hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City and City so states in its notice to Tenant, City may perform such obligation of Tenant at any time after the giving of such notice and charge to Tenant and Tenant shall pay, as aforesaid, the cost and expense of such performance.

(d) Tenant shall remove snow from and maintain the cleanliness of all ramps, hangar taxiways, and paved areas on the demised premises.

(e) Tenant shall keep the demised premises and the buildings, improvements, and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant, provided, however, that Tenant may in good faith contest the validity of any lien.

Section 6.06 Inspection of Premises. City, its officers, employees, agents, representatives, and contractors shall have after notice to Tenant, the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this agreement, and for the accomplishment of any set of actions which City may be obliged or have the right to do under this agreement or otherwise.

Section 6.07 Records and Reports to City. Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by Tenant and made available to City at a location upon the airport or within the City upon demand.

Tenant shall:

- (a) Maintain, in accordance with generally accepted accounting practices, during the term of this agreement and for one year after the termination and expiration thereof, and for a further period, not to exceed 5 years, extending until the Comptroller shall give written consent to the disposal thereof, records and books of account recording the gross receipts, as defined in (e) hereinbelow, as derived from the services performed pursuant to Sections 5.02, 5.03, and 5.04.
- (b) Tenant shall likewise provide, upon request, at the demised premises separate consecutively numbered sales checks and/or credit card receipt forms upon which shall be recorded all charges levied as such transactions occur, and shall also keep and preserve during the term of this agreement, full, complete, and true records of all fuel sold and all purchases made by Tenant or delivered to Tenant of aviation fuel from its suppliers or other sources, with a breakdown as to clearly separate types, such as jet fuel, aviation gasoline - 80 or 100 octane, diesel fuel, leaded automotive gasoline, and unleaded automotive gasoline.
- (c) Tenant shall likewise make a separate report of the landing of all aircraft based with Tenant or any of Tenant's sublessees, licensees, or agents and submit this report to the Commissioner on a monthly basis together with payment of the required landing fees by the 15th day of the month succeeding the month of report. Said report shall show the date and time of arrival of each aircraft, its type, gross landing weight, and registration number.
- (d) Tenant shall furnish City, on or before the 15th day following the last day of each calendar month during the term of this agreement, a statement of the amount due to City from the preceding month, as defined in ARTICLE IV in connection with its operation hereunder of all activities authorized by this agreement.

- (e) The term "gross receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amounts of all the charges made by Tenant or any of its subtenants, licensees, agents, or wholly owned, affiliated companies occupying space on the demised premises and supplying any support services authorized in ARTICLE V of this agreement, other than for the sale of fuel and aircraft, whether made on, in or from the demised premises for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid, excepting from the determination of said amount, any taxes or fees collected on behalf of any government body or taxing agency including the City of Chicago.
- (f) All revenue shall be deemed to be received at the time of determination of the amount due the Tenant for each transaction, whether for cash or credit, and not at the time of payment, unless otherwise specifically stated in this agreement, or subsequently authorized in writing by the Commissioner of Aviation.
- (g) For each lease year of this agreement and any extension thereof or fractional part of a lease year either ending in termination or occurring at the beginning of the initial term but prior to the first lease year, Tenant shall furnish to City a statement prepared by an independent certified public accountant, and attested to by Tenant, covering, separately, all payments required under ARTICLE IV. This yearly report shall be called the Statement of Sales, Leases, Services, and Rents. Tenant shall, upon reasonable request, furnish promptly such other and further financial or statistical reports and data, dealing with its business hereunder, as City may, from time to time require.
- (h) "Lease year", as used herein, shall mean a calendar year. The first lease year shall commence on the first day of the month of January. Each succeeding and consecutive lease year shall begin on the anniversary of said day.
- (i) Tenant shall provide the hereinabove described annual "Statement of Sales, Leases, Services, and Rents" representing the business operations authorized under this agreement by month for the period being reported on, together with an opinion thereof by an independent certified public accountant. The tenant must inform City of the identity of the independent certified public accountant prior to submitting this required statement and such independent certified public accountant must be acceptable to and approved by City.

The following opinion would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales, leases, services, and rents reported to the City of Chicago by \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, relating to all sales, leasing, rentals, repairs, maintenance, and other services authorized and specified in ARTICLE V of that certain lease between the City of Chicago and \_\_\_\_\_, at Chicago Midway Airport, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales, leases, services, and rents showing gross sales, leases, services, and rents of \_\_\_\_\_, hereinabove represents fairly the amount of gross receipts as defined in the lease, for the period from \_\_\_\_\_ to \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller may cause an audit to be performed at Tenant's expense.

City, by its officers, employees, agents, representatives, and contractors may at any time at City expense cause an audit or audits to be performed.

Section 6.08 Equal Opportunity. Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C. F. R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C. F. R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly the Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.09 Non-Discrimination in the Use of the Premises. This agreement involves the construction or use of, or access to, space on, over or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In construing Section 6.08 and 6.09, the parties agree that Tenant shall not be deemed to be in violation of either of these sections by mere accusation or the filing of any charges but that the highest court having jurisdiction over any claim of discrimination must render a final judgment adverse to the Tenant. Further, in the event that Tenant satisfies any judgment rendered against it which may constitute a violation of Sections 6.08 or 6.09, such satisfaction shall serve to cure any violation of 6.08 and 6.09 which may be deemed an event of default pursuant to the terms of this agreement.

Section 6.10 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 privilege and right of conducting any one or all activities of an aeronautical nature.

Section 6.11 Performance Bond. At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of \$ \_\_\_\_\_ for a period of 6 months, in a form approved by the Comptroller, which bond shall guarantee faithful performance of the provisions of this agreement, including but not limited to payment of monthly percentage remittance, fuel fees, and base rent due City. The surety company at its option may renew this bond by a new bond for a continuation certified each year. In the event a new bond is used the amount shall not be cumulative but the required amount may vary from year to year and City reserves the right to increase or decrease the amount every two years by the percentage of increase or decrease in Tenant's financial obligations to City under the terms of this agreement since the time of calculation of the last Performance Bond amount.

Section 6.12 Lighting. Tenant shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point of each smoke stack, pole, aerial, and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Tenant's expense from dusk to dawn and during periods of restricted visibility.

#### ARTICLE VII - MAINTENANCE BY CITY.

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair (including the removal of snow, vegetation, stones, and other foreign matter as reasonably as may be done, from runways, taxiways, connections therefrom, and roadways) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment now or hereafter provided by City, serving the demised premises but located outside the demised premises.

ARTICLE VIII - INDEMNITY.

Tenant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any acts or omissions of Tenant, its officers, agents, and employees, on the premises or elsewhere at the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may be in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

ARTICLE IX - INSURANCE.

Section 9.01 Coverages. Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article VIII hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the Laws of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.
- (d) Insurance upon the buildings and improvements (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy.
- (e) During the course of construction of the improvements provided for herein, owners protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence and a construction performance bond of not less than the minimum amount for the construction specified in this agreement.

Section 9.02 General. All insurance policies which Tenant is required to maintain under the terms of this agreement shall be obtained from an insurance company or companies of substantial financial resources and shall in all cases where possible name City as additional insured thereunder. If the Comptroller reasonably objects to any insurance company from



whom Tenant has obtained or proposes to obtain any such policy, on grounds of the questionable stability or financial resources of such company, Tenant shall not obtain such policy from such company, or as the case may be, will obtain a replacement policy from a company satisfactory to the Comptroller. Any insurance which Tenant is required to maintain under the terms of this agreement may be effected by blanket policies of insurance covering other companies affiliated with Tenant and risks at other airports. Tenant shall deliver a certified copy of each such policy, or a certificate or certificates evidencing the existence thereof, or binders, to the Comptroller within 10 days after the effective date of this agreement. In the event any binder is delivered it shall be replaced within 30 days by a certified copy of the policy or a certificate. Each such policy shall contain a valid provision or endorsement that it may not be cancelled or modified without ten days advance written notice thereof to City. A renewal policy or certificate shall be delivered to the Comptroller at least 10 days prior to the expiration date of each such expiring policy, except for any policy expiring after the date of the termination of this agreement.

In any event, Tenant is not to 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 Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of this agreement.

#### ARTICLE X - DAMAGE TO OR DESTRUCTION OF PREMISES.

(a) If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are payable, or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property, to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the Project so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modification as may be approved by the Commissioner of Public Works and the Commissioner of Aviation.

(b) In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace, or reconstruct the Project substantially to the same condition as prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its tenancy under this agreement. In such case the insurance proceeds shall be paid to City. Tenant, at its expense, upon notice to do so by City, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace, or reconstruct the Project regardless of the sufficiency of insurance proceeds for such purpose.

(c) Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to the Project are to be applied and disbursed as follows:

- (1) To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss;
- (2) To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications, and estimates of cost for repairing, replacing or restoring the damaged or destroyed property;
- (3) To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the Project shall at all times be free from liens for any labor, services performed, or materials furnished or delivered in connection with such work;
- (4) Of the balance, if any, of the insurance proceeds exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to City such proportion thereof as the number of full lease years immediately preceding the lease year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

#### ARTICLE XI - ABATEMENT OF RENT.

Section 11.01 Closing of Airport. If during any period of time or times during the term of this agreement the Airport is closed to the operation of aircraft, and has been so closed for at least 5 consecutive days immediately prior to such period, Tenant shall not be liable for the fixed rent provided for in Section 4.01 allocable to such period or periods.

Section 11.02 Casualty Rendering Premises Unuseable. If as a result of fire or any other casualty, not caused by the fault of Tenant, or of a temporary taking by any lawful authority the premises or a portion thereof are rendered unuseable by Tenant, Tenant shall during the period of such unuseableness not be liable for a portion of the rental for the premises on an equitable basis considering the amount and character of the space the use of which is denied Tenant as compared with the entire premises.

#### ARTICLE XII - EQUAL TREATMENT.

During the term of this agreement the City may grant to other individuals, firms, or corporations a privilege to conduct the same or a similar type of business on, upon, and from the Airport under substantially similar terms, conditions, and beginning rates than those applicable under this agreement. Provided, however, that the Airport shall not be required to renegotiate ground and/or facility rent at the same time with all fixed base operators on the airport nor to charge the same ground and/or facility rent for more or less desirable land or facilities, which desirability is to be determined at the sole discretion of the City.

#### ARTICLE XIII - SIGNS.

Tenant shall have the right to erect, maintain or display any signs or any advertising at or on the exterior parts of the premises so as to be visible from outside the premises with the prior written approval of the Commissioner of Aviation.

ARTICLE XIV - TERMINATION.

Section 14.01 By City. (a) If any one or more of the following events which shall constitute "events of default" shall occur, and not be corrected in a timely manner, City shall have the right to terminate this agreement or to terminate Tenant's tenancy hereunder:

- (i) Tenant shall fail to pay the base rental and the other fees and charges covered under this agreement in the amounts and at the times and in the manner herein provided and such failure shall continue for 15 or more days after written notice thereof shall have been given to Tenant;
- (ii) Tenant shall abandon or vacate the premises or shall permit the same to remain vacant or unoccupied without the consent of City first had and obtained;
- (iii) Tenant shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or (2) file a voluntary petition in bankruptcy or of insolvency under any federal or state bankruptcy or insolvency law, or (3) make a general assignment for the benefit of its creditors, or (4) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (5) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Tenant bankrupt or insolvent or approving a petition seeking reorganization by Tenant or appointing a receiver, trustee, or liquidator of all or a substantial part of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of 90 consecutive days; or
- (iv) Tenant shall fail to observe its obligations under this agreement and such failure shall continue for 30 days after receipt of a written notice of such default from City, or if such failure cannot be cured within 30 days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

City may give to Tenant written notice of its intention to terminate this agreement (hereinafter referred to as the termination notice) on a date specified not less than 5 days after the delivery of such notice. If Tenant shall not commence to cure or remedy the default prior to the date of termination specified in the termination notice, Tenant's leasehold interest hereunder and right to occupy the premises shall terminate on said termination date.

(b) In the event of termination, in accordance with this Section 14.01, and whether or not City exercises its rights to re-enter granted therein, all the obligations of Tenant under this agreement shall survive and shall remain in full force and effect for the full term of this agreement, excluding extensions thereof that have not at the time of termination become fixed, and Tenant shall be liable for the same amount of damages to City as if this agreement had not terminated. City may maintain separate actions each month to recover the damages then due

or at its option and at any time may sue to recover the full provable damages, less a discount, for the entire term.

(c) City upon termination and re-entry may occupy the premises or may relet the premises and shall have the right to permit any person, firm, or corporation to enter upon the premises and use the same. Such reletting may be of a part only of the premises or of all of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term of this agreement, and on terms and conditions the same as or different from those set forth in this agreement. City shall also upon termination and re-entry have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises, without affecting, altering, or diminishing the obligations of Tenant hereunder. In the event either of any reletting or any actual use and occupancy by City (the mere right to use and occupy not being sufficient however), there shall be credited to the account of Tenant against its obligations which have survived hereunder any net amount remaining after deduction from the amount actually received from any sublessee, licensee, permittee, or other occupier in connection with the use of the said premises or portion thereof during the balance of the term of this agreement, or from the market value of the occupancy of such portion of the premises as City may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by City in connection therewith. No such reletting or such use and occupancy shall be or shall be construed to be an acceptance of a surrender.

(d) The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of City's right to act or of any other right hereby given City, or as an election not to proceed under the provisions of this agreement.

Section 14.02 By Tenant. (a) Tenant may terminate this agreement and all of its obligations hereunder upon and after the occurrence of any of the following events and the lapse of any time hereinafter specified:

- (i) If Tenant becomes unable to conduct upon the premises its normal operations because of any rule, order, or regulation of any governmental agency having jurisdiction over the Airport, or on account of any condition of or inadequacy of maintenance of the facilities of the Airport maintained or provided by City, or upon abandonment of or substantial curtailment in operations conducted at the Airport, and such inability shall have continued for a period of at least 30 days; or
- (ii) City shall fail to perform any of its obligations under this agreement and such default shall continue for a period of 30 days after receipt of written notice thereof from Tenant.

(b) If Tenant desires to terminate this agreement pursuant to this section it shall, after an event described in subsection (a) of this section has occurred and the time therein specified lapsed, deliver to City a written notice of termination specifying a date of termination not less than 5 days after the delivery of such notice of termination. Tenant's obligations under this agreement shall cease upon such termination date, unless the event is one described in (a) (ii) of

this section and City cures such default prior to such termination date. No such termination shall relieve City of its obligations under this agreement nor affect the liability of City to Tenant for any breach of this agreement.

Section 14.03 As to Both Tenant and City. In the event that a United States governmental agency shall take over the premises or take over other facilities at the Airport with the result that City no longer operates and controls the Airport, then and in that event City and Tenant shall be released and fully discharged from any and all liability hereunder and this agreement shall thereupon terminate.

City or Tenant may, if either so elects, pursue any other remedy provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### ARTICLE XV - SURRENDER OF POSSESSION AND REMOVAL OF PROPERTY.

Section 15.01 Surrender of Premises. Upon termination of this agreement for any reason Tenant shall surrender the premises in good condition and repair, except for reasonable wear and tear and matters which are the responsibility of City.

Section 15.02 Removal of Property. Tenant shall be entitled during the term of this agreement and for a period of 30 days after its termination for any reason to remove from the premises all of its trade fixtures, equipment, supplies, furniture, and other property; subject, however, to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder, and provided that Tenant shall repair all damage resulting from such removal.

#### ARTICLE XVI - FORCE MAJEURE.

Neither the City nor Tenant shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

#### ARTICLE XVII - MISCELLANEOUS.

Section 17.01 Assignment and Sublease. (a) Tenant shall not, without the prior written consent of the City Council, (i) assign or convey this agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this agreement, or any mechanical lien upon Tenant's interest, involuntarily or by operation of law; or (iii) sublet the entire demised premises or any portion of the hangar complex where the subtenant leases 25% or more of the total hangar or office space or of the combined hangar and office in any given hangar building. Any such action on the part of Tenant shall be void and of no effect. City's consent to any assignment, subletting, or transfer or City's election to accept any assignee, subtenant or transferee as the tenant hereunder and to collect rent from such assignee, subtenant or

transferee shall not release the original Tenant from any covenant or obligation under this agreement unless City expressly agrees to such release. City's consent to any assignment, subletting or transfer shall not constitute a waiver of City's right to withhold its consent to any future assignment, subletting or transfer.

(b) Tenant shall not without the prior written consent of the Commissioner of Aviation: (i) sublease a portion of the demised premises, or (ii) permit the use of the demised premises by any parties other than Tenant, its employees, and invitees.

(c) Tenant may, however, license, on a month-to-month basis, the use of desk or office space for flight crews, maintenance personnel, inspectors, and other personnel of its customers and storage space for customers with only one airplane or helicopter. A listing of these licensees must be submitted to and reviewed by the Commissioner of Aviation twice each year, on January 15th and June 15th.

Section 17.02 Notices. All notices or other written communications provided for herein shall be delivered in person, by telegram, or certified mail, return receipt requested, and shall be delivered to the parties at the following address, or such other address either party may from time to time specify to the other in writing:

To Tenant:

To City:

Commissioner of Aviation  
City of Chicago  
121 North LaSalle Street  
Room 1111 - City Hall  
Chicago, Illinois 60602

All such notices or communications shall be deemed given or delivered when actually received by the party to whom directed.

Section 17.03 Commissioner of Aviation. References herein to the Commissioner of Aviation shall be deemed to refer to the Commissioner of Aviation of the City of Chicago or such other official of the City who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Aviation is required and is requested such approval shall not be unreasonably withheld.

Section 17.04 Commissioner of Public Works. References herein to the Commissioner of Public Works shall be deemed to refer to the Commissioner of Public Works of the City of Chicago or such other official of the City, who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Public Works is required and is requested such approval shall not be unreasonably withheld.

Section 17.05 Comptroller. References herein to the Comptroller shall be deemed to refer to the *Comptroller of the City of Chicago or such other official of the City who may have the responsibility presently assigned to said Comptroller.*

Section 17.06 No Waiver of Defaults. No waiver by either party hereunder of any default by the other party in the performance of any of its obligations under this agreement shall be construed to be a waiver of any other obligation or subsequent default by such other party.

Section 17.07 Separability. In the event any provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall in no way affect any other provision herein contained.

Section 17.08 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit, or prescribe the scope or intent of any provision of this agreement.

Section 17.09 Governing Law. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10 Benefit. All of the rights and obligations of each party herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of such party.

Section 17.11 Counterparts. This agreement may be executed in several counterparts each of which shall be deemed an original.

Section 17.12 Sublessors and Assigns. Subject to the terms and condition of ARTICLE I hereof, the provisions of this lease shall bind and inure to the benefit of the sucesors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents, servants or employees of City or Tenant.

Section 17.13 Industrial Revenue Bonds. City agrees that Tenant may do whatever is legally necessary to secure industrial revenue bond financing for the purpose of funding the improvements required or elected to be constructed by Tenant on the demised premises.

Section 17.14 Operating Agreement. References herein to the operating Agreement refer to those portions of this agreement which govern the aviation support services to be provided by the Tenant, as distinct from those portions which refer exclusively to the land and building(s) used as the base of these service operations.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_ (C.J.P. pp. \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO  
a municipal corporation

APPROVED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner of Aviation

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

*Kim M. Negaro*  
Assistant Corporation Counsel

ATTEST:

CSX BECKETT AVIATION, INC.  
a Virginia corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
President



BECKETT

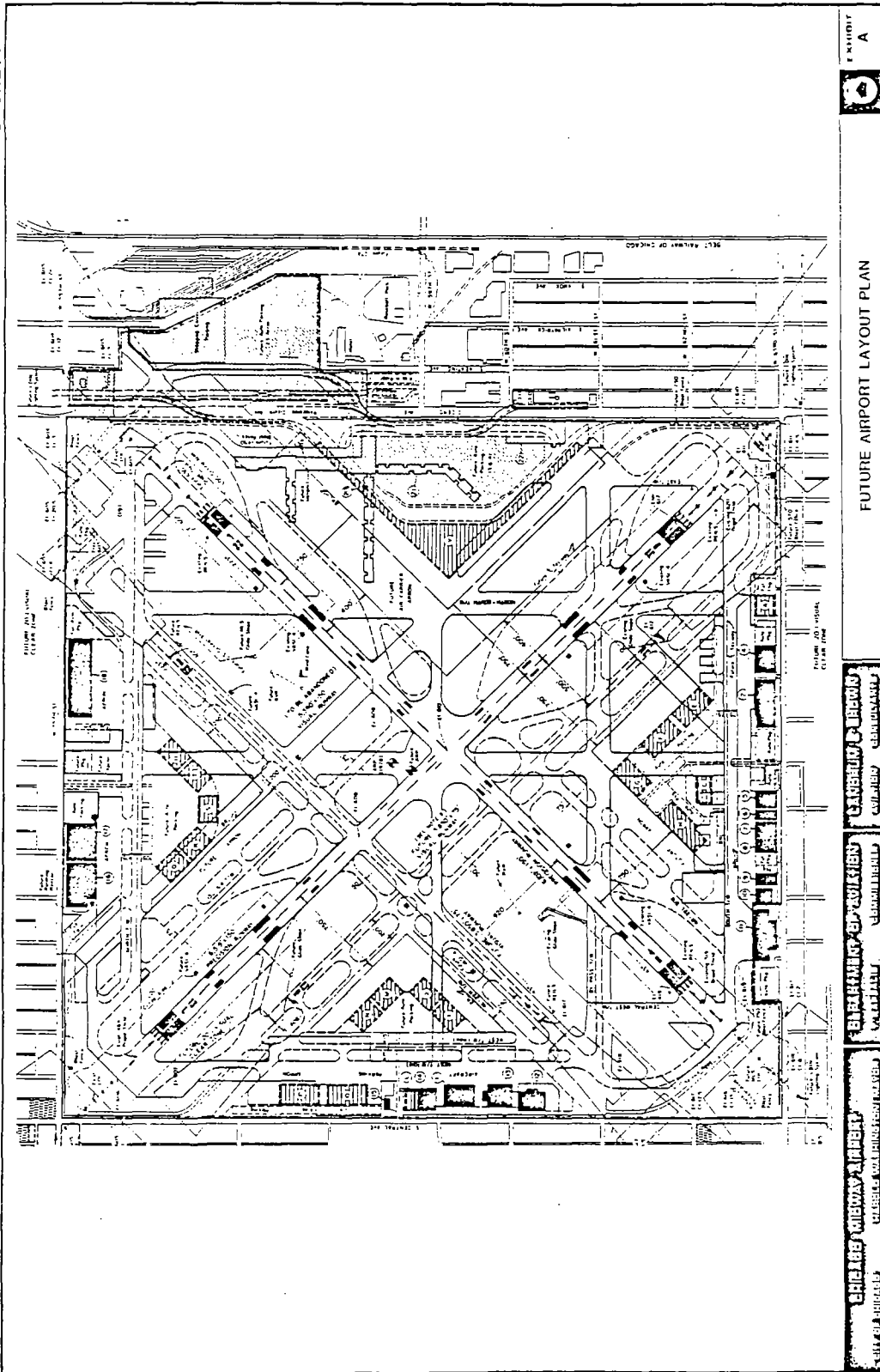
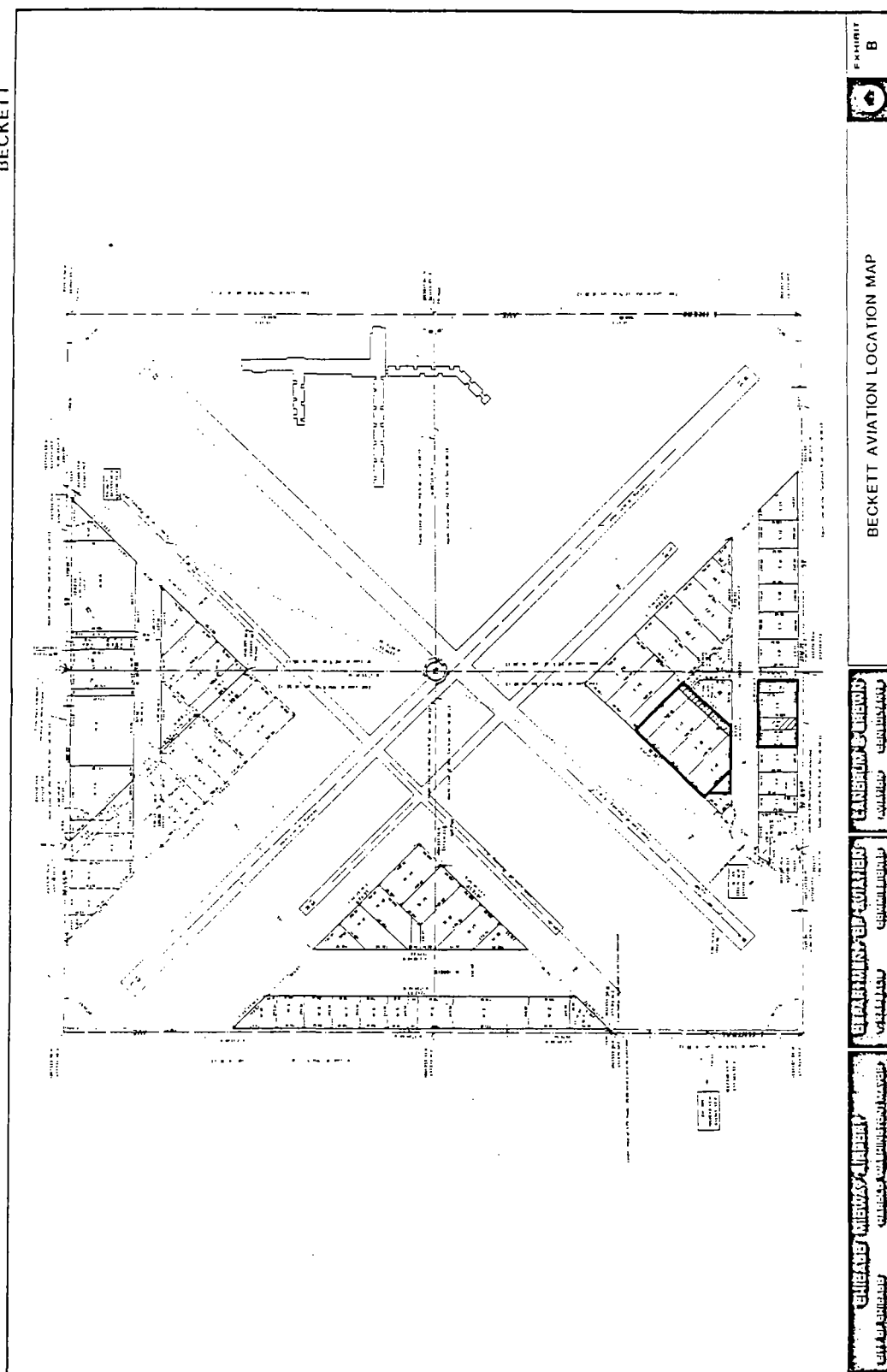


EXHIBIT A  
FUTURE AIRPORT LAYOUT PLAN  
CHICAGO AIRPORT  
CHICAGO, ILLINOIS  
JANUARY 1984

BECKETT





**Authority Granted for Hangar, Hangar Site and Aviation Sales  
and Service Agreement Between City and Central  
Aviation, Inc. at Chicago Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 6, 1984) authorizing hangar, hangar site and aviation sales and service agreements between the City of Chicago and Central Aviation, Inc. at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass*, the said proposed ordinance, with said agreement, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between Central Aviation Services, Inc., and the City of Chicago for certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Hangar, Hangar Site and Aviation Sales and Service Agreement,  
printed on pages 4958 thru 4985 of this Journal.]

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

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**Authority Granted for Hangar, Hangar Site and Aviation Sales and  
Services Agreement Between City and Midway Aircraft  
Brokers at Chicago Midway Airport.**

The Committee on Aviation submitted the following report:

(Continued on page 4986)

HANGAR, HANGAR SITE AND COMMERCIAL  
AVIATION SALES AND SUPPORT SERVICES AGREEMENT  
AT CHICAGO MIDWAY AIRPORT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") and CENTRAL AVIATION, INC., an Illinois corporation (hereinafter referred to as "Tenant").

W I T N E S S E T H:

That City, for and in consideration of the terms and conditions hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport (hereinafter called "Airport") in the City of Chicago, County of Cook, State of Illinois, as shown on Exhibit A attached hereto.

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Airport.

B. Other existing agreements and leases between City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and City with reference to the conveyance by the United States to City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to City for airport purposes.

C. The right of City to further develop, improve, maintain, modify, and repair the landing area, the general aviation area, the Terminal Buildings and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant; provided that such further development improvement, maintenance, modification, or repair is not in conflict with Tenant's right to quiet and peaceful possession of the demised premises.

ARTICLE I - TRANSFER AND INDEPENDENCE OF AGREEMENT.

The Tenant shall not, without prior approval of City, transfer this agreement, or any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting an independent contractor to provide any of the commercial aviation support services on, in or from the demised premises which Tenant itself is or can be authorized to perform under 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 Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then City may, upon receiving proof that such change involves control by a person or company unqualified to operate the type of business authorized by this agreement, declare such change a breach thereof.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto.

#### ARTICLE II - LEASE OF PREMISES, CONSTRUCTION OF, TITLE TO, AND AMORTIZATION OF FACILITIES.

Section 2.01 Premises. City for and in consideration of the covenants and agreements herein mentioned to be kept and performed by both parties hereto, does hereby demise to Tenant the premises designated as follows:

- (a) Parcel #1 Hangar and Hangar Site I: a parcel of land totaling approximately 105,328 square feet, improved with a hangar and office building of approximately 40,000 square feet, and a parking lot of approximately 21,600 square feet comprising all of plat S-11 and the westerly 107 lineal feet (on an east/west axis) of plat S-12, all as outlined in red and designated on Exhibit C attached hereto, and by this reference made a part hereof:
- (b) Parcel #2 Hangar Site II: Tenant shall have an option to add to the demised premises this irregularly shaped parcel of land totaling approximately 84,691 square feet, comprising the easterly 93 lineal feet (on an east/west axis) of plat S-12 and all of S-13, all as outlined in blue and designated on Exhibit C attached hereto, and by this reference made a part hereof. This option shall extend for 3 years from the effective date of this agreement. This parcel is for a major expansion of Tenant's present hangar and/or the construction of a new hangar and any appropriate hangar support facilities approved by City. If Tenant does not actually start construction to expand its hangar or build a new hangar by the end of the third year of this agreement, Parcel #2 will revert back to City.
- (c) Should Tenant wish to occupy and use portions of Parcel #2 on a temporary basis during the first 3 years of this agreement and prior to the exercise of its option to use all of Parcel #2 for permanent expansion of its facilities, Tenant shall submit a plan for such use to the Commissioner of Aviation for his approval, showing the square footage involved and the purpose(s) to be served. Tenant further agrees, from the date of beneficial occupancy, to pay the same rental per square foot as specified in Section 4.01.

Section 2.02 Construction. A new hangar shall not be built on Parcel #2 or the original hangar and hangar site on Parcel #1 shall not be enlarged or otherwise structurally modified without in each case the consent in writing both of the Commissioner of Aviation (hereinafter called the "Commissioner") and the Commissioner of Public Works first had and obtained and all necessary permits received therefor. Tenant shall be allowed 3 years from the effective date of this agreement to begin construction of a new hangar or a major enlargement of the original hangar with a minimum additional hangar floor area of 24,000 square feet. Tenant agrees to pay in full, within 30 days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners of Aviation and Public Works. This fee, if required, shall be based upon a schedule of professional service charges which is reasonable and customary for architectural and engineering reviews of similar scope. The new hangar and hangar site construction or the 24,000 square foot hangar addition shall be completed, except for minor punch list items, within 24 months after receiving final written approval from the City of Tenant's plans and specifications.

(a) During the period of construction, all construction work, workmanship, materials, and installation involved or incidental to the construction of the improvements shall be subject at reasonable times during normal business hours to inspection by City, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner of Aviation and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications.

(b) Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of the new construction including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, with a separate breakdown of the cost of construction of aircraft tie-down and aircraft parking areas within 60 days after the completion of the construction thereof, and shall, if requested by City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within 60 days after its receipt whether said itemized statement and supporting invoices or other records meet with his approval or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by City within 60 days following receipt thereof. Upon approval of the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated hereinbelow; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such 60 day period. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

(c) In the event that the entire demised premises or such part thereof as City and Tenant mutually agree will substantially impair Tenant's ability to use the premises for the purpose specified in this agreement, are required for Airport purposes prior to the expiration of this agreement, the Commissioner of Aviation may, upon 60 days advance written notice to Tenant, direct Tenant to vacate the same. If Tenant is required to vacate all or a part of the

demised premises in accordance with the foregoing provisions of this subsection (c), or in the event this agreement is terminated for any reason other than by action of City pursuant to Section 14.01, or action of the federal government pursuant to Section 14.03, City, within 60 days after Tenant's vacation of the premises, will pay to Tenant the unamortized portion of the cost of the new construction; such amortization to be computed on a straight-line basis over the initial term of this agreement. If this agreement is terminated by City pursuant to Section 14.01 prior to the end of the initial term of this agreement, and City thereafter leases the new construction or any substantial part thereof to some person other than Tenant, City will require such other person to pay to Tenant the unamortized portion of the cost of the approved new construction, or such part thereof, calculated as above provided. In the event City requires the demised premises or a substantial part thereof to be vacated in accordance with the foregoing provisions of this subsection (c), or in the event the premises or a substantial part thereof are taken by some other governmental unit, City will use its best efforts to make available to Tenant another suitable location on the Airport at which it can conduct the business contemplated by this agreement.

(d) Prior to commencement of construction, the plans shall be submitted to the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

(e) Where the City has constructed or installed roadways and lines for water, sewage, electricity, gas, and storm drainage to the perimeter of the demised premises, Tenant, at its sole expense, shall have the right to construct, or have constructed or installed, similar roadways, lines, and facilities and to connect the same to water supply and sewage lines, and to receive all necessary utilities and services; provided, however, that Tenant shall secure all necessary applications and permits and shall pay all necessary application and permit fees and user charges occasioned thereby. City hereby grants any and all easements that may be necessary for the purpose of connecting, maintaining, repairing or replacing such roadways and lines.

Section 2.03 Title. Title to the present hangar and hangar site improvements is vested in the City and title to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in City.

### ARTICLE III - TERM.

Section 3.01 Initial Terms. The initial term of the operating portion of this agreement, providing for the commercial aviation sales and support services agreed upon herein will commence on \_\_\_\_\_, the date of authorizing ordinance of the City Council of the City of Chicago, and terminate on December 31, 1994. The initial terms for the parcels delineated in Section 2.01 are as follows:

For Parcel #1 - will commence on the effective date of the operating agreement and will terminate on December 31, 1989.

For Parcel #2 - will commence on the date on which the Commissioner of Aviation approves in writing Tenant's written request to exercise its option to add this parcel to the demised premises and develop it or build an addition to its original hangar, all pursuant to Section 2.02 hereinabove, but no later than by December 31, 1986 and will terminate December 31, 1999.



Section 3.02 Five-Year Extension. If Tenant shall desire to extend the initial term listed above in Section 3.01 for Parcel #1 for 5 more years, resulting in a new termination date for Parcel #1 of December 31, 1994, then Tenant shall notify the City in writing of its intention to do so no less than 1 year and no more than 2 years prior to the expiration of the initial term. Following such notification, the City shall prepare a revised hangar building rental for the Parcel in question, based on 2 separate, current, fair-market real estate appraisals commissioned and paid for by the City. Tenant shall have 60 days after receipt of City's new rental terms to confirm or withdraw its option to extend this agreement on said Parcel.

Section 3.03 Commitment to Reconstruction. If Tenant shall desire to extend the term for Parcel #1 through the extended term of the operating portion of this agreement, December 31, 1994, Tenant agrees to invest a minimum of \$270,000 (in 1984 dollars) in capital improvements to the Hangar and Hangar Site in 1993 and 1994, or at an earlier date with the approval of the Commissioner. Said improvements are not to be mere maintenance items and will be subject to the same conditions established in Sections 2.02 and 2.03 hereinabove, except as to the amount of capital invested and the shorter amortization periods. If by mutual agreement the City and Tenant decide that such a capital expenditure could be used to greater advantage as part of a program calling for the demolition of the older building and its replacement with a new structure, then the Commissioner may recommend to the City Council a new agreement covering the Parcel in question.

Section 3.04 Other Terms and Conditions. Except for the changes in land and building rental covered in this ARTICLE III and the following ARTICLE IV all other terms and conditions remain the same during any extension of this agreement, including those governing the operating portion of this agreement which covers the commercial aviation sales and services agreed upon herein.

If Tenant continues in possession of the premises after the term of this agreement has expired and not subject to its proper exercise of an option to extend, Tenant shall, at the opinion of the City, become a tenant from month-to-month under and upon the covenants, agreements, terms, and conditions set forth. Any such hold over tenancy may be terminated by either Tenant or City upon the giving of not less than a 30-day written notice of the intention to terminate.

#### ARTICLE IV - RENT.

Section 4.01 Base Rent. (a) Tenant shall, during the term of this agreement, pay to the City a land rental each month, in advance, 1/12 of a total annual land rental for each year following the effective dates specified below for the separate parcels covered by this agreement, according to the schedule of rates established for airport land below:

For the years 1984 through 1987 - 25¢ per square foot per year.

For the years 1988 through 1992 - 35¢ per square foot per year.

For the years 1993 through 1997 - 45¢ per square foot per year.

For the years 1998 through 2002 - 55¢ per square foot per year.

For any years from 2003 through 2007 - 75¢ per square foot per year.

Land rental for Parcel #2 shall be at the rate of 5¢ per square foot per year for the first year and 10¢ per square foot per year for the the last 2 years of the option period. The full annual rental rate specified immediately hereinabove shall apply as soon as the Commissioner has approved in writing Tenant's written request to develop this parcel or any portion of it. If Tenant fails to initiate development of this parcel or any portion of it within the 3 year option period, such undeveloped area or areas will revert to the City.

(b) Tenant shall also pay to the City a building rental for the existing hangar and hangar site improvements for each year of the respective years specified below, according to the following schedule, with 1/12 of the stated amount payable each month, in advance:

Parcel #1: \$8,250.00 during the initial term of this agreement.

Parcel #2: No building rental on new hangar or on addition to hangar on Parcel #1 through December 31, 1994.

Where there is no building rental the land rental shall be hereinafter referred to as the Base Rent. Where a building rental is also involved Base Rent refers to the combination of the two rentals.

Any rental or fees payable by Tenant hereunder which are not paid within 5 days after the timely receipt of a notice of non-payment shall bear interest at the rate of 10% per year from the due date thereof until paid. Tenant shall pay on or before the first day of each month, in advance, to the Comptroller 1/12th of the annual amounts listed for the parcels designated in ARTICLE II hereinabove. If any rental hereunder commences after the first day or terminates prior to the last day of the month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

**Section 4.02 Fuel Fees.** In addition to the fixed rent specified above, Tenant shall pay to City 5¢ per gallon on all aviation jet fuel and 6 1/2¢ per gallon on all aviation gas sold at the Airport from the effective date of the operating agreement through January 31, 1985. For the period February 1, 1985 through January 31, 1986 and each subsequent twelve month period or fraction thereof during the term of this agreement, Tenant shall pay the City fuel flowage fees equal to 5% of the average wholesale cost paid separately for jet fuel and aviation gas by all the approved fixed base operators at the Airport during the preceding calendar year, calculated to the nearest 1/10 of a cent. In no case, however, are such fuel flowage fees to go below 5¢ per gallon for jet fuel and 6 1/2¢ per gallon for aviation gas during the term of this agreement. Tenant further agrees to submit to the City by the 15th of December of each year records of all aviation fuel delivered to Tenant during the current calendar year through November and including the final month (December) of the previous calendar year with a breakdown as to types as specified in Section 6.07, (b) hereinafter below. These records, taken together with those submitted by the other authorized fixed base operators on the Airport, will provide the basis for the recalculation of fuel flowage fees provided for immediately hereinabove.

Tenant further agrees to pay City a minimum of 5¢ a gallon for automotive fuel sold at the Airport with the same procedure for an annual review and possible fee adjustment to guarantee the City a fee equal to 5% of the average wholesale cost of these products as delineated in this Section 4.02 for aviation jet fuel and aviation gas.

Section 4.03 Aircraft Sales and Percentage of Gross Receipts. In addition to the fixed rent and fuel fee specified above, Tenant during each lease year shall pay to City 2% of the first \$1,000,000 of "gross receipts" per year (as hereinafter defined in Section 6.07, (e)), 3% of any gross receipts over \$1,000,000 to \$4,000,000 per year and 4% of any gross receipts over \$4,000,000 per year, received by Tenant or any of its licensees, agents, or subtenants at the Airport, pursuant to the privileges and obligations authorized by this agreement in Section 5.02 and Section 5.03, except that Tenant will pay City for the sale of aircraft, whether new or used, on the following scale per aircraft:

|                                     |           |
|-------------------------------------|-----------|
| Single engine piston aircraft ..... | \$ 50.00  |
| Light twin piston aircraft .....    | \$ 100.00 |
| Other piston aircraft .....         | \$ 150.00 |
| Turbo prop aircraft .....           | \$ 200.00 |
| Corporate jet aircraft .....        | \$ 300.00 |

which fees for the sale of aircraft will double after the 10th year of this agreement.

If Tenant holds a second or third agreement substantially the same as this agreement covering its operations on or from other demised premises at the Airport, then the annual gross receipts shall be cumulative for all such leases for purposes of calculating the percentage rental due to the City under this Section 4.03.

Section 4.04 Landing Fees. (a) Tenant shall pay the current landing fees in effect at Chicago Midway Airport for each landing at such airport of any of its own aircraft, whether such aircraft are being operated by Tenant for one of the purposes authorized under this agreement or for other reasons.

(b) Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.05 Minimum Guarantee. The minimum annual guarantee to be paid on the "Percentage of Gross Receipts" portion of Section 4.03 hereinabove shall initially be a sum equal to the total square feet of land under lease to Tenant times 10¢ per square foot. Options, if any, to add other areas, will increase the minimum annual guarantee according to the formula established in this Section 4.05 and will begin on the date such option(s) is exercised.

(a) This minimum will be adjusted beginning January 1, 1988, 1993, 1998, and 2003, by multiplying the rate of 10¢ per square foot per year by a fraction, the numerator of which is the Producer Price Index/All commodities ("PPI") published by the United States Department of Labor Statistics (1967 = 100) for each of the scheduled years of adjustment and the denominator of which is the PPI for 1983.

(b) As soon as is reasonably feasible in the years 1988, 1993, 1998, and 2003, City shall furnish Tenant with a statement showing (i) the amount of the new guaranteed annual minimum for the next 5 years, calculated according to the formula set forth in paragraph (a) immediately hereinabove, and (ii) the amount of any deficiency or excess with respect to the new annual minimum guarantee. Tenant shall pay deficiency to City as shown by such statement within 30 days after receipt of such statement. Tenant shall have the option, should there be an excess, of either asking for a refund or requesting that the excess be credited against payments next due hereunder.

(c) If the manner in which the PPI is determined by the Department of Labor shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have obtained if the PPI had not been so revised. If the 1967 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the PPI shall become unavailable to the public because publication is discontinued, or otherwise, City will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

Section 4.06 Place, Time, and Manner of Payment. On the first day of each month of each lease year, Tenant shall pay 1/12 of the annual minimum guarantee and the Base Rent as set forth in Section 4.01 of this agreement.

The fees and payments provided for in Section 4.02, that portion of Section 4.03 pertaining to the sale of aircraft, and Section 4.04 shall be payable on or before the 15th day of the succeeding month. Payments provided for in that portion of Section 4.03 pertaining to the percentage of gross receipts as defined in Section 6.07 (e) shall also be payable on or before the 15th day of the succeeding month, less the amount of the minimum guarantee established in Section 4.02 above, 1/12 of which is prepaid each month in advance, as previously prescribed. The reports specified in Section 6.07 (c) and (d) shall be forwarded with these payments.

All rent, fees, and other payments payable by Tenant to City under this agreement shall be payable at the Office of the City Comptroller, 121 North LaSalle Street, Room 501, City Hall, Chicago, Illinois, 60602.

Section 4.07 Sales to Parent, Subsidiaries, and Affiliates. Neither the fees specified in Section 4.02 nor the payments specified in Section 4.03 shall be payable by Tenant with respect to sales to or revenues received from (a) any person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant or (b) any corporation of which more than 50% of the capital stock is owned by Tenant or a person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant; provided that the products sold to, or the services rendered to, such person or corporation are used or consumed by, or rendered directly for the benefit of, such person or corporation and are not sold or rendered to a business, such as an airline or charter flight service, which is competitive with other businesses at the Airport.

#### ARTICLE V - OPERATING RESPONSIBILITIES AND RIGHTS OF TENANT.

Section 5.01 Scope of Support Services. Support services are to be provided by Tenant to users of the Airport under two categories: (1) Primary Commercial Support Services, and (2) Secondary Commercial Support Services. It is understood that the Primary Commercial Support Services are mandatory obligations imposed upon Tenant, to be performed either directly or by designee, whereas the provisions of the Secondary Commercial Support Services specified in Section 5.03 are permissive. Tenant, and such of its parents, subsidiaries and affiliates as are approved by the Commissioner of Aviation, shall have rights to perform both those primary and secondary services on the premises and on other areas of the Airport with the permission of those entitled to possession of such other areas. Tenant shall have the right to charge for any or all of these services provided such charges are fair and reasonable as provided for in Section 6.03.

Section 5.02 Primary Commercial Support Services. Tenant shall perform the following services during all hours as described in Section 6.04 for aircraft operating at the Airport and soliciting from Tenant any of the services usually supplied by a fixed base operator:

- (a) Arrival and departure guidance, supervision of parking of aircraft, ramp assistance, and fire guard service for departing aircraft, as required;
- (b) Transport for passengers, crew, and ordinary hand baggage between aircraft and Tenant's hangar or public passenger terminals on the Airport;
- (c) Flight line servicing of aircraft including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products;
- (d) On request only, render minor aircraft services such as windshield wiping, checking tires, checking oil or fluid levels which are sometimes not desired;
- (e) Associated customer terminal services, including:
  - (i) Assist aircraft passengers and crew in obtaining local transportation, lodging, and general Chicago area information;
  - (ii) Maintain weather teletype service or similar means of conveying weather information;
  - (iii) Receive and transmit brief Unicom radio messages for the convenience of airborne passengers or waiting visitors when feasible; and
  - (iv) Convey messages to arriving or departing passengers using facilities of Tenant.
- (f) At least one specialized area of airframe, aircraft engine, radio, avionics repair, or other specific type of aircraft repair or maintenance service, which specialized area Tenant is to choose, informing the Commissioner in writing of such choice, on or before the effective date of this agreement. Tenant may change its area of specialization upon informing the Commissioner in writing of its new area of specialization.
- (g) Leasing or rental of hangar and office areas for aviation use and of aircraft tie-down and parking space.

Section 5.03 Secondary Commercial Support Services. Subject to the written notification to the Commissioner of Aviation, Tenant may engage in all or any of the following business endeavors:

- (a) Sale of aircraft;
- (b) Leasing or rental of aircraft or providing air charter, airfreight or flight management services;
- (c) Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any parts or accessories therefor;

- (d) Repair and maintenance service for aircraft and aircraft engines, their components and accessories, including executive type jet aircraft;
- (e) Provide equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services including into-plane loading of fuel purchased by any other airport tenant or operator authorized by City to buy fuel directly from a supplier for delivery at Airport;
- (f) Sale of airman materials and supplies and other aeronautical items;
- (g) Leasing or rental of desks, storage, or any equipment in connection with the conduct of aviation related activities;
- (h) The sale of automotive fuel for use in ramp vehicles;
- (i) The maintenance and repair of ramp vehicles;
- (j) Provide car rental services for its aviation services customers as the agent of any car rental company approved in writing by the Commissioner of Aviation;
- (k) Associated customer services not otherwise mandated under Section 5.02 (e).

Section 5.04 General Rights. (a) In addition to the above described responsibilities and rights Tenant shall have the right to perform and conduct such other activities and operations which the Commissioner of Aviation may later approve in writing as consistent with the rights, privileges, and responsibilities granted to Tenant which do not unreasonably conflict with the rights granted by the Airport to others, but no flight training is to be conducted in which student pilots take off or land at the Airport or use the airport facilities for any flying activities whatsoever.

(b) Tenant shall have the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject only to generally applicable regulations and rules with respect to the use of such facilities imposed by City or other governmental agency. Tenant shall also have the right of ingress and egress to and from the premises for its employees, customers, suppliers, and visitors and to park vehicles in the automobile parking areas demised to Tenant pursuant to this agreement. The use of any airport roads or public parking lots by Tenant, its employees, customers, and invitees shall be subject to the general rules applicable to similar users of the airport.

(c) Tenant, upon payment of the fees and all other payments and charges to be paid by Tenant under the terms of this agreement and upon observing and keeping each of the covenants of this agreement on the part of Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this agreement.

#### ARTICLE VI - OBLIGATIONS OF TENANT.

Section 6.01 Compliance with Laws. Tenant agrees at its own expense to comply with all laws, ordinances and governmental rules, regulations, and orders now in effect or promulgated at any time during the term of this agreement which as a matter of law are applicable to the

operations of tenants at the Airport or to the use of the premises; provided, however, that if Tenant shall adequately secure and protect City from loss, cost, damage, or expense by bond or other means satisfactory to City, Tenant, at its sole expense and without cost to City, shall have the right to contest by proper legal proceedings the validity or applicability to it of any such law, ordinance, rule, regulation, or order, provided such contest shall not subject Tenant's leasehold estate to forfeiture or loss, or result in the suspension of Tenant's operations on the premises, and provided further that such contest shall not materially adversely affect the general operations, maintenance, construction, or financing of the Airport, or the obtaining of federal, state, municipal, or other funds therefor. Subject to the foregoing, Tenant may postpone compliance with any such law, until final determination shall be made adverse to the contentions of Tenant, at which time it will promptly comply therewith. Tenant shall prosecute all such proceedings with due diligence and dispatch.

Section 6.02 Compliance with Rules and Regulations. Tenant agrees to observe and obey (and to compel its officers, employees, invitees, subcontractors, licensees, and those doing business with it to observe and obey) the Rules and Regulations of City for the Airport as now in effect, and such further rules and regulations (including amendments and supplements thereto) of general application for the governing of the conduct and operations of persons doing business at or otherwise using or visiting the Airport as may from time to time during the term of this agreement be promulgated by City for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Airport, or for the safe and efficient operation of the Airport. Where there is a conflict between such Rules and Regulations and this agreement, the language of this agreement shall control. The obligation of Tenant to compel such observance and obedience on the part of its employees, invitees, and business visitors shall apply only while such persons are on the premises. City agrees that, except in cases of emergency, it will give notice to Tenant of every such rule or regulation adopted by it at least 5 days before Tenant shall be required to comply therewith. City shall supply Tenant with 2 copies of its presently effective Rules and Regulations, including the Airport Operations Manual which includes the emergency plan, and shall during the term of this agreement deliver to Tenant 2 copies of every amendment and supplement thereto. City furthermore reserves the right to control by security gate or otherwise, all automobile, truck or other vehicles ingress to or egress from the Project, and from the Project to any adjoining taxiways or aircraft ramp areas, and the return to the Project from such taxiways or aircraft ramp areas.

Section 6.03 Standard of Operation. Recognizing that the principal purpose of City in entering into this agreement is to make available to the public and users of the Airport the products and services which Tenant is permitted to sell and render hereunder, in fulfillment of City's obligation to the public and users of the Airport, Tenant agrees to conduct a first class commercial aviation support and fixed base operation, consisting of the primary support services listed under Section 5.02. Tenant agrees to provide and maintain a substantial hangar and office/terminal complex with the facilities, equipment, supplies, materials, and personnel necessary to adequately provide the sales and services authorized in this agreement, including a clean lounge or waiting room for passengers and other customers, as well as an accessible restroom maintained in a clean and sanitary manner and a minimum of 2 telephones for public use. Tenant agrees that it will furnish its services promptly, efficiently, and adequately to meet all reasonable demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges (as established by Tenant) which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates, or other similar types of price reductions may be made to volume purchasers provided these in no way affect the payment of

fuel fees as set forth in Section 4.02 hereinabove. Fairness and reasonableness of prices shall be judged by whether they are comparable to prices charged for services or products of similar caliber or quality at other airports similarly situated.

Section 6.04 Hours of Business. Tenant shall be open for and shall conduct business and furnish services on a schedule determined by the Commissioner of Aviation as the minimum operational standard for all designated base operators at the Airport providing the primary commercial support services designated in Section 5.02 of this agreement.

Section 6.05 Maintenance and Repair. (a) Tenant shall maintain the demised premises, the Project and all leasehold improvements, trade fixtures, and any equipment necessary to provide the aviation support services authorized under this agreement in good order and repair, keeping the same clean, safe, functioning, and sanitary.

(b) Tenant shall perform the routine day to day maintenance and cleaning necessary to keep the demised premises and all the equipment in a clean, safe, sanitary, and orderly condition; and will make all necessary repairs to keep such property in good and useable condition.

(c) In the event Tenant fails to perform or commence to perform, for a period of 30 days after written notice from City so to do, any obligation required by this Section 6.05 to be performed by Tenant, City may enter the premises involved (without such entering causing or constituting a termination of the agreement or an interference with the possession of said premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof and Tenant agrees to pay City such charge in addition to any other amounts payable to City hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City and City so states in its notice to Tenant, City may perform such obligation of Tenant at any time after the giving of such notice and charge to Tenant and Tenant shall pay, as aforesaid, the cost and expense of such performance.

(d) Tenant shall remove snow from and maintain the cleanliness of all ramps, hangar taxiways, and paved areas on the demised premises.

(e) Tenant shall keep the demised premises and the buildings, improvements, and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant, provided, however, that Tenant may in good faith contest the validity of any lien.

Section 6.06 Inspection of Premises. City, its officers, employees, agents, representatives, and contractors shall have after notice to Tenant, the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this agreement, and for the accomplishment of any set of actions which City may be obliged or have the right to do under this agreement or otherwise.

Section 6.07 Records and Reports to City. Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by Tenant and made available to City at a location upon the airport or within the City upon demand.



Tenant shall:

- (a) Maintain, in accordance with generally accepted accounting practices, during the term of this agreement and for one year after the termination and expiration thereof, and for a further period, not to exceed 5 years, extending until the Comptroller shall give written consent to the disposal thereof, records and books of account recording the gross receipts, as defined in (e) hereinbelow, as derived from the services performed pursuant to Sections 5.02, 5.03, and 5.04.
- (b) Tenant shall likewise provide, upon request, at the demised premises separate consecutively numbered sales checks and/or credit card receipt forms upon which shall be recorded all charges levied as such transactions occur, and shall also keep and preserve during the term of this agreement, full, complete, and true records of all fuel sold and all purchases made by Tenant or delivered to Tenant of aviation fuel from its suppliers or other sources, with a breakdown as to clearly separate types, such as jet fuel, aviation gasoline - 80 or 100 octane, diesel fuel, leaded automotive gasoline, and unleaded automotive gasoline.
- (c) Tenant shall likewise make a separate report of the landing of all aircraft based with Tenant or any of Tenant's sublessees, licensees, or agents and submit this report to the fixed base operator designated for the south quadrant of the Airport by the Commissioner on a monthly basis by the 10th day of the month succeeding the month of report. Said report shall show the date and time of arrival of each aircraft, its type, gross landing weight, and registration number.
- (d) Tenant shall furnish City, on or before the 15th day following the last day of each calendar month during the term of this agreement, a statement of the amount due to City from the preceding month, as defined in ARTICLE IV in connection with its operation hereunder of all activities authorized by this agreement.
- (e) The term "gross receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amounts of all the charges made by Tenant or any of its subtenants, licensees, agents, or wholly owned, affiliated companies occupying space on the demised premises and supplying any support services authorized in ARTICLE V of this agreement, other than for the sale of fuel and aircraft, whether made on, in or from the demised premises for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid, excepting from the determination of said amount, any taxes or fees collected on behalf of any government body or taxing agency including the City of Chicago.
- (f) All revenue shall be deemed to be received at the time of determination of the amount due the Tenant for each transaction, whether for cash or credit, and not at the time of payment, unless otherwise specifically stated in this agreement, or subsequently authorized in writing by the Commissioner of Aviation.
- (g) For each lease year of this agreement and any extension thereof or fractional part of a lease year either ending in termination or occurring at the beginning of the initial term but prior to the first lease year, Tenant shall furnish to City a statement prepared by an independent certified public accountant, and attested to by Tenant, covering, separately, all payments required under ARTICLE IV. This

yearly report shall be called the Statement of Sales, Leases, Services, and Rents. Tenant shall, upon reasonable request, furnish promptly such other and further financial or statistical reports and data, dealing with its business hereunder, as City may, from time to time require.

- (h) "Lease year", as used herein, shall mean a calendar year. The first lease year shall commence on the first day of the month of January. Each succeeding and consecutive lease year shall begin on the anniversary of said day.
- (i) Tenant shall provide the hereinabove described annual "Statement of Sales, Leases, Services, and Rents" representing the business operations authorized under this agreement by month for the period being reported on, together with an opinion thereof by an independent certified public accountant. The tenant must inform City of the identity of the independent certified public accountant prior to submitting this required statement and such independent certified public accountant must be acceptable to and approved by City.

The following opinion would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales, leases, services, and rents reported to the City of Chicago by \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, relating to all sales, leasing, rentals, repairs, maintenance, and other services authorized and specified in ARTICLE V of that certain lease between the City of Chicago and \_\_\_\_\_, at Chicago Midway Airport, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales, leases, services, and rents showing gross sales, leases, services, and rents of \_\_\_\_\_, hereinabove represents fairly the amount of gross receipts as defined in the lease, for the period from \_\_\_\_\_ to \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller may cause an audit to be performed at Tenant's expense.

City, by its officers, employees, agents, representatives, and contractors may at any time at City expense cause an audit or audits to be performed.

Section 6.08 Equal Opportunity. Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff

or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C. F. R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C. F. R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly the Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.09 Non-Discrimination in the Use of the Premises. This agreement involves the construction or use of, or access to, space on, over or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In construing Section 6.08 and 6.09, the parties agree that Tenant shall not be deemed to be in violation of either of these sections by mere accusation or the filing of any charges but that the highest court having jurisdiction over any claim of discrimination must render a final judgment adverse to the Tenant. Further, in the event that Tenant satisfies any judgment rendered against it which may constitute a violation of Sections 6.08 or 6.09, such satisfaction shall serve to cure any violation of 6.08 and 6.09 which may be deemed an event of default pursuant to the terms of this agreement.

Section 6.10 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 privilege and right of conducting any one or all activities of an aeronautical nature.

Section 6.11 Performance Bond. At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of \$10,533.00 for a period of 6 months, in a form approved by the Comptroller, which bond shall guarantee faithful performance of the provisions of this agreement, including but not limited to payment of monthly percentage remittance, fuel fees, and base rent due City. The surety company at its option may renew this bond by a new bond for a continuation certified each year. In the event a new bond is used the amount shall not be cumulative but the required amount may vary from year to year and City reserves the right to increase or decrease the amount every two years by the percentage of increase or decrease in Tenant's financial obligations to City under the terms of this agreement since the time of calculation of the last Performance Bond amount.

#### ARTICLE VII - MAINTENANCE BY CITY.

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair (including the removal of snow, vegetation, stones, and other foreign matter as reasonably as may be done, from runways, taxiways, connections therefrom, and roadways) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment now or hereafter provided by City, serving the demised premises but located outside the demised premises.

#### ARTICLE VIII - INDEMNITY.

Tenant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any acts or omissions of Tenant, its officers, agents, and employees, on the premises or elsewhere at the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may be in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

#### ARTICLE IX - INSURANCE.

Section 9.01 Coverages. Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$2,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article VIII hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the Laws of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$2,000,000 per occurrence.
- (d) Insurance upon the buildings and improvements (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy.
- (e) During the course of construction of the improvements provided for herein, owners protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence and a construction performance bond of not less than the minimum amount for the construction specified in this agreement.

Section 9.02 General. All insurance policies which Tenant is required to maintain under the terms of this agreement shall be obtained from an insurance company or companies of substantial financial resources and shall in all cases where possible name City as additional insured thereunder. If the Comptroller reasonably objects to any insurance company from whom Tenant has obtained or proposes to obtain any such policy, on grounds of the questionable stability or financial resources of such company, Tenant shall not obtain such policy from such company, or as the case may be, will obtain a replacement policy from a company satisfactory to the Comptroller. Any insurance which Tenant is required to maintain under the terms of this agreement may be effected by blanket policies of insurance covering other companies affiliated with Tenant and risks at other airports. Tenant shall deliver a certified copy of each such policy, or a certificate or certificates evidencing the existence thereof, or binders, to the Comptroller within 10 days after the effective date of this agreement. In the event any binder is delivered it shall be replaced within 30 days by a certified copy of the policy or a certificate. Each such policy shall contain a valid provision or endorsement that it may not be cancelled or modified without ten days advance written notice thereof to City. A renewal policy or certificate shall be delivered to the Comptroller at least 10 days prior to the expiration date of each such expiring policy, except for any policy expiring after the date of the termination of this agreement.

In any event, Tenant is not to 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 Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of this agreement.

ARTICLE X - DAMAGE TO OR DESTRUCTION OF PREMISES.

(a) If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are payable, or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property, to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the Project so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modification as may be approved by the Commissioner of Public Works and the Commissioner of Aviation.

(b) In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace, or reconstruct the Project substantially to the same condition as prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its tenancy under this agreement. In such case the insurance proceeds shall be paid to City. Tenant, at its expense, upon notice to do so by City, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace, or reconstruct the Project regardless of the sufficiency of insurance proceeds for such purpose.

(c) Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to the Project are to be applied and disbursed as follows:

- (1) To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss.
- (2) To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications, and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.
- (3) To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the Project shall at all times be free from liens for any labor, services performed, or materials furnished or delivered in connection with such work.
- (4) Of the balance, if any, of the insurance proceeds exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to City such proportion thereof as the number of full lease years immediately preceding the lease year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

#### ARTICLE XI - ABATEMENT OF RENT.

Section 11.01 Closing of Airport. If during any period of time or times during the term of this agreement the Airport is closed to the operation of aircraft, and has been so closed for at least 5 consecutive days immediately prior to such period, Tenant shall not be liable for the fixed rent provided for in Section 4.01 allocable to such period or periods.

Section 11.02 Casualty Rendering Premises Unuseable. If as a result of fire or any other casualty, not caused by the fault of Tenant, or of a temporary taking by any lawful authority the premises or a portion thereof are rendered unuseable by Tenant, Tenant shall during the period of such unuseableness not be liable for a portion of the rental for the premises on an equitable basis considering the amount and character of the space the use of which is denied Tenant as compared with the entire premises.

#### ARTICLE XII - EQUAL TREATMENT.

During the term of this agreement the City may grant to other individuals, firms, or corporations a privilege to conduct the same or a similar type of business on, upon, and from the Airport under substantially similar terms, conditions, and beginning rates than those applicable under this agreement. Provided, however, that the Airport shall not be required to renegotiate ground and/or facility rent at the same time with all fixed base operators on the airport nor to charge the same ground and/or facility rent for more or less desirable land or facilities, which desirability is to be determined at the sole discretion of the City.

#### ARTICLE XIII - SIGNS.

Tenant shall have the right to erect, maintain or display any signs or any advertising at or on the exterior parts of the premises so as to be visible from outside the premises with the prior written approval of the Commissioner of Aviation.

#### ARTICLE XIV - TERMINATION.

Section 14.01 By City. (a) If any one or more of the following events which shall constitute "events of default" shall occur, and not be corrected in a timely manner, City shall have the right to terminate this agreement or to terminate Tenant's tenancy hereunder:

- (i) Tenant shall fail to pay the base rental and the other fees and charges covered under this agreement in the amounts and at the times and in the manner herein provided and such failure shall continue for 15 or more days after written notice thereof shall have been given to Tenant.
- (ii) Tenant shall abandon or vacate the premises or shall permit the same to remain vacant or unoccupied without the consent of City first had and obtained;
- (iii) Tenant shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or (2) file a voluntary petition in bankruptcy or of insolvency under any federal or state bankruptcy or insolvency law, or (3) make a general assignment for the benefit of its

creditors, or (4) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (5) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Tenant bankrupt or insolvent or approving a petition seeking reorganization by Tenant or appointing a receiver, trustee, or liquidator of all or a substantial part of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of 90 consecutive days; or

- (iv) Tenant shall fail to observe its obligations under this agreement and such failure shall continue for 30 days after receipt of a written notice of such default from City, or if such failure cannot be cured within 30 days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

City may give to Tenant written notice of its intention to terminate this agreement (hereinafter referred to as the termination notice) on a date specified not less than 5 days after the delivery of such notice. If Tenant shall not commence to cure of remedy the default prior to the date of termination specified in the termination notice, Tenant's leasehold interest hereunder and right to occupy the premises shall terminate on said termination date.

(b) In the event of termination, in accordance with this Section 14.01, and whether or not City exercises its rights to re-enter granted therein, all the obligations of Tenant under this agreement shall survive and shall remain in full force and effect for the full term of this agreement, excluding extensions thereof that have not at the time of termination become fixed, and Tenant shall be liable for the same amount of damages to City as if this agreement had not terminated. City may maintain separate actions each month to recover the damages then due or at its option and at any time may sue to recover the full provable damages, less a discount, for the entire term.

(c) City upon termination and re-entry may occupy the premises or may relet the premises and shall have the right to permit any person, firm, or corporation to enter upon the premises and use the same. Such reletting may be of a part only of the premises or of all of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term of this agreement, and on terms and conditions the same as or different from those set forth in this agreement. City shall also upon termination and re-entry have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises, without affecting, altering, or diminishing the obligations of Tenant hereunder. In the event either of any reletting or any actual use and occupancy by City (the mere right to use and occupy not being sufficient however), there shall be credited to the account of Tenant against its obligations which have survived hereunder any net amount remaining after deduction from the amount actually received from any sublessee, licensee, permittee, or other occupier in connection with the use of the said premises or portion thereof during the balance of the term of this agreement, or from the market value of the occupancy of such portion of the premises as City may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by City in connection therewith. No such reletting or such use and occupancy shall be or shall be construed to be an acceptance of a surrender.



(d) The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of City's right to act out of any other right hereby given City, or as an election not to proceed under the provisions of this agreement.

Section 14.02 By Tenant. (a) Tenant may terminate this agreement and all of its obligations hereunder upon and after the occurrence of any of the following events and the lapse of any time hereinafter specified:

- (i) If Tenant becomes unable to conduct upon the premises its normal operations because of any rule, order, or regulation of any governmental agency having jurisdiction over the Airport, or on account of any condition of or inadequacy of maintenance of the facilities of the Airport maintained or provided by City, or upon abandonment of or substantial curtailment in operations conducted at the Airport, and such inability shall have continued for a period of at least 30 days; or
- (ii) City shall fail to perform any of its obligations under this agreement and such default shall continue for a period of 30 days after receipt of written notice thereof from Tenant.

(b) If Tenant desires to terminate this agreement pursuant to this section it shall, after an event described in subsection (a) of this section has occurred and the time therein specified lapsed, deliver to City a written notice of termination specifying a date of termination not less than 5 days after the delivery of such notice of termination. Tenant's obligations under this agreement shall cease upon such termination date, unless the event is one described in (a) (ii) of this section and City cures such default prior to such termination date. No such termination shall relieve City of its obligations under this agreement nor affect the liability of City to Tenant for any breach of this agreement.

Section 14.03 As to Both Tenant and City. In the event that a United States governmental agency shall take over the premises or take over other facilities at the Airport with the result that City no longer operates and controls the Airport, then and in that event City and Tenant shall be released and fully discharged from any and all liability hereunder and this agreement shall thereupon terminate.

City or Tenant may, if either so elects, pursue any other remedy provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### ARTICLE XV - SURRENDER OF POSSESSION AND REMOVAL OF PROPERTY.

Section 15.01 Surrender of Premises. Upon termination of this agreement for any reason Tenant shall surrender the premises in good condition and repair, except for reasonable wear and tear and matters which are the responsibility of City.

Section 15.02 Removal of Property. Tenant shall be entitled during the term of this agreement and for a period of 30 days after its termination for any reason to remove from the premises all of its trade fixtures, equipment, supplies, furniture, and other property; subject, however, to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder, and provided that Tenant shall repair all damage resulting from such removal.

#### ARTICLE XVI - FORCE MAJEURE.

Neither the City nor Tenant shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

#### ARTICLE XVII - MISCELLANEOUS.

Section 17.01 Assignment and Sublease. (a) Tenant shall not, without the prior written consent of the City Council, (i) assign or convey this agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this agreement, or any mechanical lien upon Tenant's interest, involuntarily or by operation of law; or (iii) sublet the entire demised premises or any portion of the hangar complex where the subtenant leases 25% or more of the total hangar or office space or of the combined hangar and office in any given hangar building. Any such action on the part of Tenant shall be void and of no effect. City's consent to any assignment, subletting, or transfer or City's election to accept any assignee, subtenant or transferee as the tenant hereunder and to collect rent from such assignee, subtenant or transferee shall not release the original Tenant from any covenant or obligation under this agreement unless City expressly agrees to such release. City's consent to any assignment, subletting or transfer shall not constitute a waiver of City's right to withhold its consent to any future assignment, subletting or transfer.

(b) Tenant shall not without the prior written consent of the Commissioner of Aviation: (i) sublease a portion of the demised premises, or (ii) permit the use of the demised premises by any parties other than Tenant, its employees, and invitees.

(c) Tenant may, however, license, on a month-to-month basis, the use of desk or office space for flight crews, maintenance personnel, inspectors, and other personnel of its customers and storage space for customers with only one airplane or helicopter. A listing of these licensees must be submitted to and reviewed by the Commissioner of Aviation twice each year, on January 15th and June 15th.

Section 17.02 Notices. All notices or other written communications provided for herein shall be delivered in person, by telegram, or certified mail, return receipt requested, and shall be delivered to the parties at the following address, or such other address either party may

from time to time specify to the other in writing:

To Tenant:

To City:

Commissioner of Aviation  
City of Chicago  
121 North LaSalle Street  
Room IIII - City Hall  
Chicago, Illinois 60602

All such notices or communications shall be deemed given or delivered when actually received by the party to whom directed.

Section 17.03 Commissioner of Aviation. References herein to the Commissioner of Aviation shall be deemed to refer to the Commissioner of Aviation of the City of Chicago or such other official of the City who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Aviation is required and is requested such approval shall not be unreasonably withheld.

Section 17.04 Commissioner of Public Works. References herein to the Commissioner of Public Works shall be deemed to refer to the Commissioner of Public Works of the City of Chicago or such other official of the City, who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Public Works is required and is requested such approval shall not be unreasonably withheld.

Section 17.05 Comptroller. References herein to the Comptroller shall be deemed to refer to the Comptroller of the City of Chicago or such other official of the City who may have the responsibility presently assigned to said Comptroller.

Section 17.06 No Waiver of Defaults. No waiver by either party hereunder of any default by the other party in the performance of any of its obligations under this agreement shall be construed to be a waiver of any other obligation or subsequent default by such other party.

Section 17.07 Separability. In the event any provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall in no way affect any other provision herein contained.

Section 17.08 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit, or prescribe the scope or intent of any provision of this agreement.

Section 17.09 Governing Law. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10 Benefit. All of the rights and obligations of each party herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of such party.

Section 17.11 Counterparts. This agreement may be executed in several counterparts each of which shall be deemed an original.

Section 17.12 Sublessors and Assigns. Subject to the terms and condition of ARTICLE I hereof, the provisions of this lease shall bind and inure to the benefit of the sucesors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents, servants or employees of City or Tenant.

Section 17. 13 Industrial Revenue Bonds. City agrees that Tenant may do whatever is legally necessary to secure industrial revenue bond financing for the purpose of funding the improvements required or elected to be constructed by Tenant on the demised premises.

Section 17.14 Operating Agreement. References herein to the operating Agreement refer to those portions of this agreement which govern the aviation support services to be provided by the Tenant, as distinct from those portions which refer exclusively to the land and building(s) used as the base of these service operations.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_ (C.J.P. pp. \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO  
a municipal corporation

APPROVED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner of Aviation

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

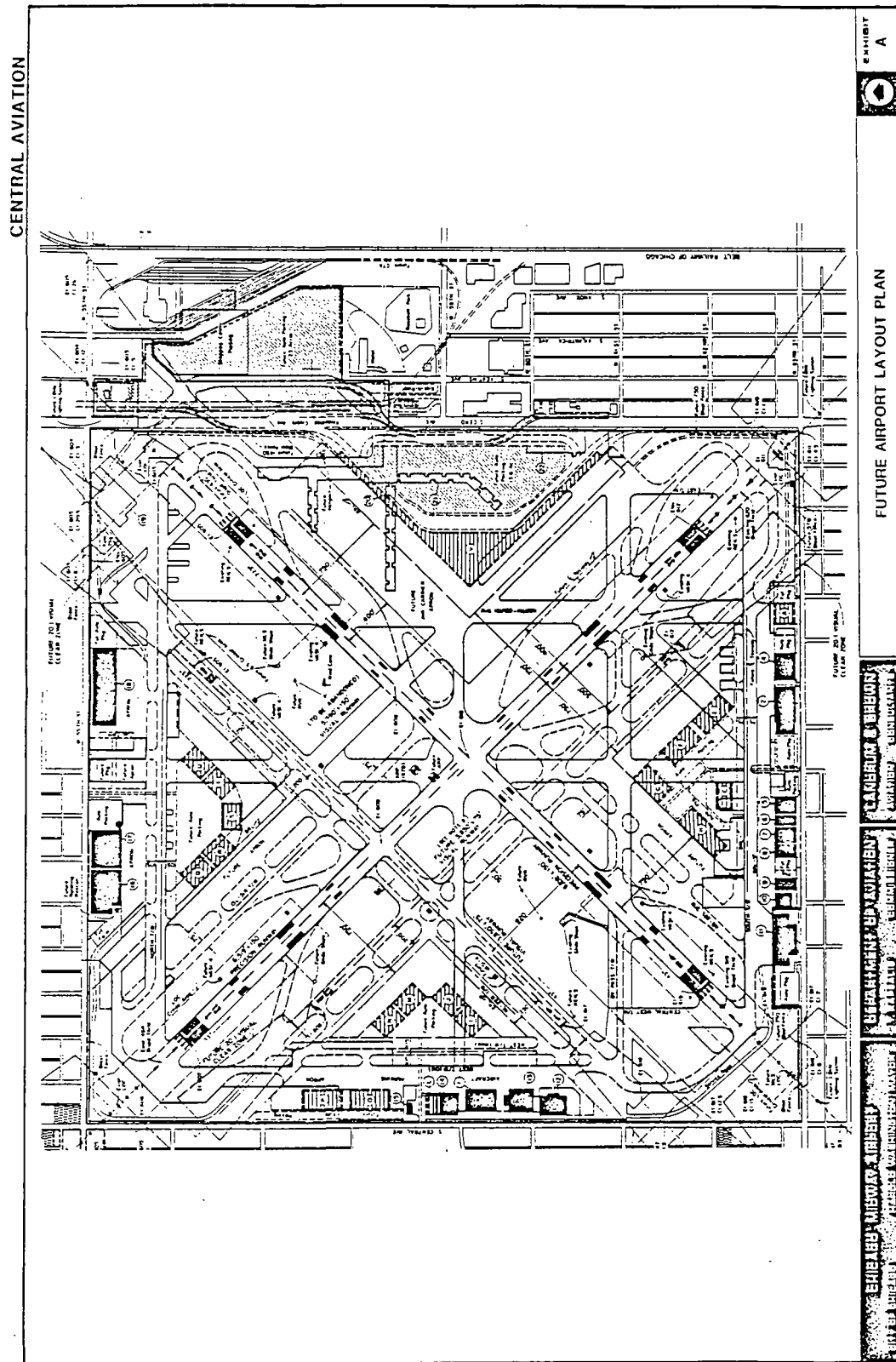
*Kim M. Megaro*  
\_\_\_\_\_  
Assistant Corporation Counsel

ATTEST:

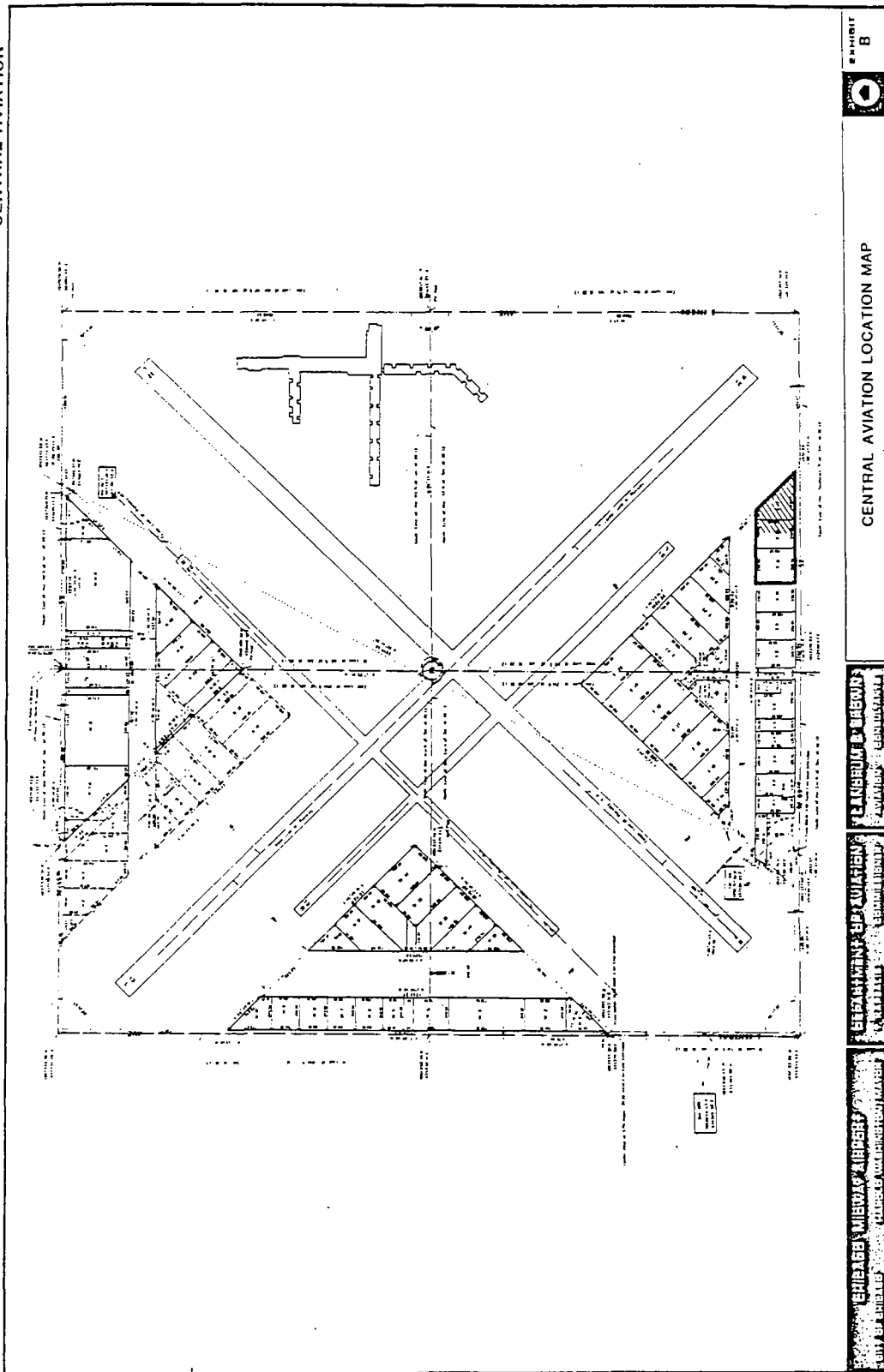
CENTRAL AVIATION, INC.  
an Illinois corporation

\_\_\_\_\_  
Title

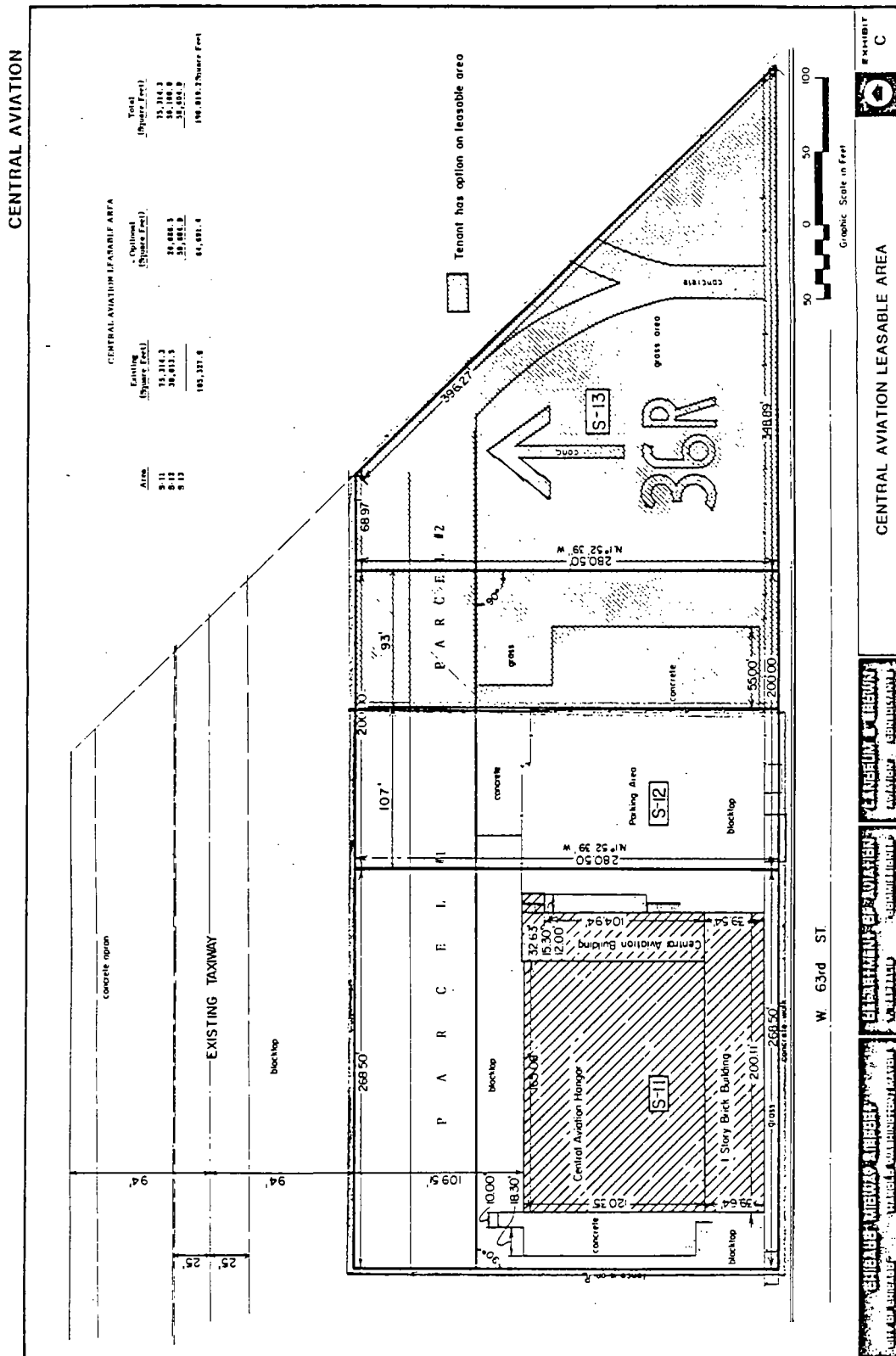
\_\_\_\_\_  
President



CENTRAL AVIATION



CHICAGO AIRPORT AUTHORITY  
 DEPARTMENT OF AVIATION  
 AIRPORTS & AIRWAYS  
 CENTRAL AVIATION LOCATION MAP  
 EXHIBIT B





(Continued from page 4957)

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred of February 6, 1984) authorizing hangar, hangar site and aviation sales and service agreements between the City of Chicago and Midway Aircraft Brokers at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, with said agreement, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone-46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between Midway Aircraft Brokers, Inc., and the City of Chicago for certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Hangar, Hangar Site and Aviation Sales and Service Agreement  
printed on pages 4987 thru 5010 of this Journal.]

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

---

**Authority Granted for Hangar, Hangar Site and Aviation  
Sales and Service Agreement Between City and  
Monarch Air Services, Inc. at Chicago  
Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, February 7, 1984.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication from the Department of Aviation, signed by Thomas Kapsalis, Commissioner (which was referred on February 6, 1984) authorizing hangar, hangar site and aviation sales and service agreements between City of Chicago and Monarch Air Service at Chicago Midway Airport, begs

(Continued on page 5011)

HANGAR, HANGAR SITE AND COMMERCIAL  
AVIATION SALES AND SUPPORT SERVICES AGREEMENT  
AT CHICAGO MIDWAY AIRPORT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") and MIDWAY AIRCRAFT BROKERS, INC., an Illinois corporation (hereinafter referred to as "Tenant").

WITNESSETH:

That City, for and in consideration of the terms and conditions hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport (hereinafter called "Airport") in the City of Chicago, County of Cook, State of Illinois, as shown on Exhibit A attached hereto.

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Airport.

B. Other existing agreements and leases between City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and City with reference to the conveyance by the United States to City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to City for airport purposes.

C. The right of City to further develop, improve, maintain, modify, and repair the landing area, the general aviation area, the Terminal Buildings and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant; provided that such further development improvement, maintenance, modification, or repair is not in conflict with Tenant's right to quiet and peaceful possession of the demised premises.

ARTICLE I - TRANSFER AND INDEPENDENCE OF AGREEMENT.

The Tenant shall not, without prior approval of City, transfer this agreement, or any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting an independent contractor to provide any of the commercial aviation support services on, in or from the demised premises which Tenant itself is or can be authorized to perform under 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 Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then City may, upon receiving proof that such change involves control by a person or company unqualified to operate the type of business authorized by this agreement, declare such change a breach thereof.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto.

## ARTICLE II - LEASE OF PREMISES, CONSTRUCTION OF, TITLE TO, AND AMORTIZATION OF FACILITIES.

Section 2.01 Premises. City for and in consideration of the covenants and agreements herein mentioned to be kept and performed by both parties hereto, does hereby demise to Tenant the premises designated as follows:

- (a) Parcel #1: a hangar and a parcel of land totaling approximately 52,526 square feet, all as outlined in red and designated as plat S-3 on Exhibit C attached hereto, and by this reference made a part hereof.
- (b) Parcel #2: Tenant shall have an option for 3 years to add to the demised premises this parcel of approximately 31,206 square feet of partially improved land as outlined in blue and designated as plat S-27 on Exhibit C attached hereto.

Section 2.02 Construction. Tenant, after securing necessary permits therefor, may, at its own cost and expense, construct and install any improvements (including pavements), facilities, and equipment, and any additions reasonably necessary or convenient in connection with any use permitted under the provisions of this agreement. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation (hereinafter called the "Commissioner") and the Commissioner of Public Works. Tenant agrees to pay in full, within 30 days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners of Aviation and Public Works. This fee, if required, shall be based upon a schedule of professional service charges which is reasonable and customary for architectural and engineering reviews of similar scope. All such construction or installation shall be completed, except for minor punch list items, within a reasonable time, mutually agreed upon by City and Tenant after receiving final written approval from the City of Tenant's plans and specifications.

(a) During the period of construction, all construction work, workmanship, materials, and installation involved or incidental to the construction of the improvements shall be subject at reasonable times during normal business hours to inspection by City, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the

contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications.

(b) Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of any construction or rehabilitation undertaken under this agreement including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, with a separate breakdown of the cost of construction of aircraft tie-down and aircraft parking areas within 60 days after the completion of the construction thereof, and shall, if requested by City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within 60 days after its receipt whether said itemized statement and supporting invoices or other records meet with his approval or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by City within 60 days following receipt thereof. Upon approval of the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated hereinbelow; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such 60 day period. The books and records of the Tenant relating to all construction and rehabilitation shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

(c) In the event that the entire demised premises or such part thereof as City and Tenant mutually agree will substantially impair Tenant's ability to use the premises for the purpose specified in this agreement, are required for Airport purposes prior to the expiration of this agreement, the Commissioner may, upon 60 days advance written notice to Tenant, direct Tenant to vacate the same. If Tenant is required to vacate all or a part of the demised premises in accordance with the foregoing provisions of this subsection (c), or in the event this agreement is terminated for any reason other than by action of City pursuant to Section 14.01, or action of the federal government pursuant to Section 14.03, City, within 60 days after Tenant's vacation of the premises, will pay to Tenant the unamortized portion of any major capital improvements approved by the City which are not required under Section 6.05; such amortization to be computed on a straight-line basis over the initial term of this agreement. If this agreement is terminated by City pursuant to Section 14.01 prior to the end of the initial term of this agreement, and City thereafter leases hangar and hangar site or any substantial part thereof to some person other than Tenant, City will require such other person to pay to Tenant the unamortized portion of the cost of the approved construction or rehabilitation, or such part thereof, calculated as above provided. In the event City requires the demised premises or a substantial part thereof to be vacated in accordance with the foregoing provisions of this subsection (c), or in the event the premises or a substantial part thereof are taken by some other governmental unit, City will use its best efforts to make available to Tenant another suitable location on the Airport at which it can conduct the business contemplated by this agreement.

Section 2.03 Title. Title to the present hangar and hangar site improvements is vested in the City and title to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in City.

### ARTICLE III - TERM.

Section 3.01 Initial Terms. The initial term of the operating portion of this agreement, providing for certain commercial aviation sales and support services agreed upon herein, will commence on \_\_\_\_\_, the date of authorizing ordinance of the City Council of the City of Chicago and terminate on December 31, 1994. The initial term of the various parcels delineated in Section 2.01 are as follows:

For Parcel #1 - will commence on the effective date of the operating agreement and will terminate on December 31, 1994.

For Parcel #2 - will commence on the date on which the Commissioner of Aviation approves in writing Tenant's written request to exercise its option to add this parcel and will terminate December 31, 1994.

Section 3.02 Options to Extend. If Tenant shall desire to extend the terms listed above in Section 3.01 for an additional 5 years. Tenant shall notify City in writing of its intention to do so no less than 1 year and no more than 2 years prior to the expiration of the initial terms specified therein. Following such notification City shall prepare an amendment incorporating a revised building rental for the hangar on Parcel #1 with such rental based upon 2 separate, current, fair market real estate appraisals paid for by the City. Tenant shall have 60 days after receipt of City's new rental terms to confirm or withdraw its option to extend this agreement.

If Tenant continues in possession of the premises after the term of this agreement has expired and not subject to its proper exercise of an option to extend, Tenant shall, at the opinion of the City, become a tenant from month-to-month under and upon the covenants, agreements, terms, and conditions set forth. Any such hold over tenancy may be terminated by either Tenant or City upon the giving of not less than a 30-day written notice of the intention to terminate.

Section 3.03 Other Terms and Conditions. Except for the changes in land and building rental covered in this ARTICLE III and the following ARTICLE IV all other terms and conditions remain the same during any extension of this agreement.

### ARTICLE IV - RENT.

Section 4.01 Base Rent. (a) Tenant shall, during the term of this agreement, pay to the City a land rental each month, in advance, 1/12 of a total annual land rental for each year following the effective dates specified below for the separate parcels covered by this agreement, according to the schedule of rates established for airport land below:

For the years 1984 through 1987 - 25¢ per square foot per year.

For the years 1988 through 1992 - 35¢ per square foot per year.

For the years 1993 through 1997 - 45¢ per square foot per year.

Tenant shall not, however, be billed for nor obliged to pay land rental on any aircraft tie-down and aircraft parking ramps which it constructs on Parcel #2. Tenant shall be allowed to amortize the cost of the construction of such areas at an annual rate equal to the rental rates per square foot specified immediately hereinabove times the number of square feet certified by the Commissioner of Aviation in writing as qualifying for such amortization.

(b) Tenant shall also pay to the City a building rental of \$6,350.00 per year for the existing hangar building each year from January 1, 1984 through December 31, 1989.

Hangar rental for the years 1990 through 1994 is to be determined by the method covered in Section 3.02 hereinabove.

Any rental or fees payable by Tenant hereunder which are not paid within 5 days after the timely receipt of a notice of non-payment shall bear interest at the rate of 10% per year from the due date thereof until paid. Tenant shall pay on or before the first day of each month, in advance, to the Comptroller 1/12th of the annual amounts listed for the parcels designated in ARTICLE II hereinabove. If any rental hereunder commences after the first day or terminates prior to the last day of the month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

Section 4.02 Aircraft Sales and Percentage of Gross Receipts. In addition to the fixed rent specified, Tenant during each lease year shall pay to City 2% of the first \$1,000,000 of "gross receipts" per year (as hereinafter defined in Section 6.07, (e)), 3% of any gross receipts over \$1,000,000 to \$4,000,000 per year and 4% of any gross receipts over \$4,000,000 per year, received by Tenant or any of its licensees, agents, or subtenants at the Airport, pursuant to the privileges and obligations authorized by this agreement in Section 5.01 and Section 5.02, except that Tenant will pay City for the sale of aircraft, whether new or used, on the following scale per aircraft:

|                                         |           |
|-----------------------------------------|-----------|
| Single engine piston aircraft . . . . . | \$ 50.00  |
| Light twin piston aircraft . . . . .    | \$ 100.00 |
| Other piston aircraft . . . . .         | \$ 150.00 |
| Turbo prop aircraft . . . . .           | \$ 200.00 |
| Corporate jet aircraft . . . . .        | \$ 300.00 |

Section 4.03 Landing Fees. (a) Tenant shall pay the current landing fees in effect at Chicago Midway Airport for each landing at such airport of any of its own aircraft, whether such aircraft are being operated by Tenant for one of the purposes authorized under this agreement or for other reasons.

(b) Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.04 Place, Time, and Manner of Payment. On the first day of each month of each lease year, Tenant shall pay the Base Rent as set forth in Section 4.01 of this agreement.

The fees and payments provided for in Section 4.02, pertaining to the sale of aircraft shall be payable on or before the 15th day of the succeeding month. Payments provided for in that portion of Section 4.02 pertaining to the percentage of gross receipts as defined in Section 6.07 (e) shall also be payable on or before the 15th day of the succeeding month. The reports specified in Section 6.07 (c) and (d) shall be forwarded with these payments.

All rent, fees, and other payments payable by Tenant to City under this agreement shall be payable at the Office of the City Comptroller, 121 North LaSalle Street, Room 501, City Hall, Chicago, Illinois, 60602.

ARTICLE V - OPERATING RESPONSIBILITIES AND RIGHTS OF TENANT.

Section 5.01 Commercial Support Services. Tenant may engage in all or any of the following business endeavors, either directly or through a designee:

- (a) Sale of aircraft;
- (b) Leasing or rental of aircraft or providing air charter, airfreight or flight management services;
- (c) Leasing or rental of aircraft tie-down and parking and rental of hangar and office areas for aviation use;
- (d) Repair and maintenance service for aircraft and aircraft engines, their components and accessories, including warranty maintenance and repair;
- (e) Leasing or rental of desks, storage, or any equipment in connection with the conduct of aviation related activities;
- (f) Associated customer services not otherwise mandated under Section 5.02.

Section 5.02 General Rights. (a) In addition to the above described responsibilities and rights Tenant shall have the right to perform and conduct such other activities and operations which the Commissioner may later approve in writing as consistent with the rights, privileges, and responsibilities granted to Tenant which do not unreasonably conflict with the rights granted by the Airport to others, but no flight training is to be conducted in which student pilots take off or land at the Airport or use the airport facilities for any flying activities whatsoever.

(b) Tenant shall have the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject only to generally applicable regulations and rules with respect to the use of such facilities imposed by City or other governmental agency. Tenant shall also have the right of ingress and egress to and from the premises for its employees, customers, suppliers, and visitors and to park vehicles in the automobile parking areas demised to Tenant pursuant to this agreement. The use of any airport roads or public parking lots by Tenant, its employees, customers, and invitees shall be subject to the general rules applicable to similar users of the airport.

(c) Tenant, upon payment of the fees and all other payments and charges to be paid by Tenant under the terms of this agreement and upon observing and keeping each of the covenants of this agreement on the part of Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this agreement.

ARTICLE VI - OBLIGATIONS OF TENANT.

Section 6.01 Compliance with Laws. Tenant agrees at its own expense to comply with all laws, ordinances and governmental rules, regulations, and orders now in effect or promulgated at any time during the term of this agreement which as a matter of law are applicable to the operations of tenants at the Airport or to the use of the premises; provided, however, that if Tenant shall adequately secure and protect City from loss, cost, damage, or expense by bond or other means satisfactory to City, Tenant, at its sole expense and without cost to City, shall have the right to contest by proper legal proceedings the validity or applicability to it of any such law, ordinance, rule, regulation, or order, provided such contest shall not subject Tenant's leasehold estate to forfeiture or loss, or result in the suspension of Tenant's operations on the

premises, and provided further that such contest shall not materially adversely affect the general operations, maintenance, construction, or financing of the Airport, or the obtaining of federal, state, municipal, or other funds therefor. Subject to the foregoing, Tenant may postpone compliance with any such law, until final determination shall be made adverse to the contentions of Tenant, at which time it will promptly comply therewith. Tenant shall prosecute all such proceedings with due diligence and dispatch.

Section 6.02 Compliance with Rules and Regulations. Tenant agrees to observe and obey (and to compel its officers, employees, invitees, subcontractors, licensees, and those doing business with it to observe and obey) the Rules and Regulations of City for the Airport as now in effect, and such further rules and regulations (including amendments and supplements thereto) of general application for the governing of the conduct and operations of persons doing business at or otherwise using or visiting the Airport as may from time to time during the term of this agreement be promulgated by City for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Airport, or for the safe and efficient operation of the Airport. Where there is a conflict between such Rules and Regulations and this agreement, the language of this agreement shall control. The obligation of Tenant to compel such observance and obedience on the part of its employees, invitees, and business visitors shall apply only while such persons are on the premises. City agrees that, except in cases of emergency, it will give notice to Tenant of every such rule or regulation adopted by it at least 5 days before Tenant shall be required to comply therewith. City shall supply Tenant with 2 copies of its presently effective Rules and Regulations, including the Airport Operations Manual which includes the emergency plan, and shall during the term of this agreement deliver to Tenant 2 copies of every amendment and supplement thereto. City furthermore reserves the right to control by security gate or otherwise, all automobile, truck or other vehicles ingress to or egress from the Project, and from the Project to any adjoining taxiways or aircraft ramp areas, and the return to the Project from such taxiways or aircraft ramp areas.

Section 6.03 Standard of Operation. Recognizing that the principal purpose of City in entering into this agreement is to make available to the public and users of the Airport the sales and services which Tenant is permitted to sell and render hereunder, in fulfillment of City's obligation to the public and users of the Airport, Tenant agrees to conduct a first class commercial aviation support services operation. Tenant agrees to provide and maintain a substantial hangar and office/terminal complex with the facilities, equipment, supplies, materials, and personnel necessary to adequately provide the sales and services authorized in this agreement, including a clean lounge or waiting room for passengers and other customers, as well as an accessible restroom maintained in a clean and sanitary manner and a minimum of 2 telephones for public use. Tenant agrees that it will furnish its services promptly, efficiently, and adequately to meet all reasonable demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges (as established by Tenant) which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates, or other similar types of price reductions may be made to volume purchasers provided these in no way affect the payment of fuel fees as set forth in Section 4.02 hereinabove. Fairness and reasonableness of prices shall be judged by whether they are comparable to prices charged for services or products of similar caliber or quality at other airports similarly situated.

Section 6.04 Hours of Business. Tenant shall be open for and shall conduct business and furnish services on a schedule determined by the Commissioner as the minimum operational standard for all designated base operators at the Airport providing the commercial aviation support sales and services designated in Section 5.01 of this agreement.



Section 6.05 Maintenance and Repair. (a) Tenant shall maintain the demised premises, the hangar and all leasehold improvements, trade fixtures, and any equipment necessary to provide the aviation support services authorized under this agreement in good order and repair, keeping the same clean, safe, functioning, and sanitary.

(b) Tenant shall perform the routine day to day maintenance and cleaning necessary to keep the demised premises and all the equipment in a clean, safe, sanitary, and orderly condition; and will make all necessary repairs to keep such property in good and useable condition.

(c) In the event Tenant fails to perform or commence to perform, for a period of 30 days after written notice from City so to do, any obligation required by this Section 6.05 to be performed by Tenant, City may enter the premises involved (without such entering causing or constituting a termination of the agreement or an interference with the possession of said premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof and Tenant agrees to pay City such charge in addition to any other amounts payable to City hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City and City so states in its notice to Tenant, City may perform such obligation of Tenant at any time after the giving of such notice and charge to Tenant and Tenant shall pay, as aforesaid, the cost and expense of such performance.

(d) Tenant shall remove snow from and maintain the cleanliness of all ramps, hangar taxiways, and paved areas on the demised premises.

(e) Tenant shall keep the demised premises and the buildings, improvements, and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant, provided, however, that Tenant may in good faith contest the validity of any lien.

Section 6.06 Inspection of Premises. City, its officers, employees, agents, representatives, and contractors shall have after notice to Tenant, the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this agreement, and for the accomplishment of any set of actions which City may be obliged or have the right to do under this agreement or otherwise.

Section 6.07 Records and Reports to City. Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by Tenant and made available to City at a location upon the airport or within the City upon demand.

Tenant shall:

- (a) Maintain, in accordance with generally accepted accounting practices, during the term of this agreement and for one year after the termination and expiration thereof, and for a further period, not to exceed 5 years, extending until the Comptroller shall give written consent to the disposal thereof, records and books of account recording the gross receipts, as defined in (e) hereinbelow, as derived from the services performed pursuant to Section 5.01.

- (b) Tenant shall likewise provide, upon request, at the demised premises separate consecutively numbered invoices and/or credit card receipt forms upon which shall be recorded all charges levied as such transactions occur.
- (c) Tenant shall likewise make a separate report of the landing of all aircraft based with Tenant or any of Tenant's sublessees, licensees, or agents and submit this report to the fixed base operator designated for the south quadrant of the Airport by the Commissioner on a monthly basis by the 10th day of the month succeeding the month of report. Said report shall show the date and time of arrival of each aircraft, its type, gross landing weight, and registration number.
- (d) Tenant shall furnish City, on or before the 15th day following the last day of each calendar month during the term of this agreement, a statement of the amount due to City from the proceeding month, as defined in ARTICLE IV in connection with its operation hereunder of all activities authorized by this agreement.
- (e) The term "gross receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amounts of all the charges made by Tenant or any of the its subtenants, licensees, agents, or wholly owned, affiliated companies occupying space on the demised premises and supplying any support services authorized in ARTICLE V of this agreement, other than for the sale of aircraft, whether made on, in or from the demised premises for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid, excepting from the determination of said amount, any taxes or fees collected on behalf of any government body or taxing agency including the City of Chicago.
- (f) All revenue shall be deemed to be received at the time of determination of the amount due the Tenant for each transaction, whether for cash or credit, and not at the time of payment, unless otherwise specifically stated in this agreement, or subsequently authorized in writing by the Commissioner of Aviation.
- (g) For each lease year of this agreement and any extension thereof or fractional part of a lease year either ending in termination or occurring at the beginning of the initial term but prior to the first lease year, Tenant shall furnish to City a statement prepared by an independent certified public accountant, and attested to by Tenant, covering, separately, all payments required under ARTICLE IV. This yearly report shall be called the Statement of Sales, Leases, Services, and Rents. Tenant shall, upon reasonable request, furnish promptly such other and further financial or statistical reports and data, dealing with its business hereunder, as City may, from time to time require.
- (h) "Lease year", as used herein, shall mean a calendar year. The first lease year shall commence on the first day of the month of January. Each succeeding and consecutive lease year shall begin on the anniversary of said day.
- (i) Tenant shall provide the hereinabove described annual "Statement of Sales, Leases, Services, and Rents" representing the business operations authorized under this agreement by month for the period being reported on, together with an opinion thereof by an independent certified public accountant. The tenant must inform City of the identity of the independent certified public accountant prior to submitting

this required statement and such independent certified public accountant must be acceptable to and approved by City.

The following opinion would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales, leases, services, and rents reported to the City of Chicago by \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, relating to all sales, leasing, rentals, repairs, maintenance, and other services authorized and specified in ARTICLE V of that certain lease between the City of Chicago and \_\_\_\_\_, at Chicago Midway Airport, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales, leases, services, and rents showing gross sales, leases, services, and rents of \_\_\_\_\_, hereinabove represents fairly the amount of gross receipts as defined in the lease, for the period from \_\_\_\_\_ to \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller may cause an audit to be performed at Tenant's expense.

City, by its officers, employees, agents, representatives, and contractors may at any time at City expense cause an audit or audits to be performed.

Section 6.08 Equal Opportunity. Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C. F. R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C. F. R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.;

The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly the Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.09 Non-Discrimination in the Use of the Premises. This agreement involves the construction or use of, or access to, space on, over or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In construing Section 6.08 and 6.09, the parties agree that Tenant shall not be deemed to be in violation of either of these sections by mere accusation or the filing of any charges but that the highest court having jurisdiction over any claim of discrimination must render a final judgment adverse to the Tenant. Further, in the event that Tenant satisfies any judgment rendered against it which may constitute a violation of Sections 6.08 or 6.09, such satisfaction shall serve to cure any violation of 6.08 and 6.09 which may be deemed an event of default pursuant to the terms of this agreement.

Section 6.10 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 privilege and right of conducting any one or all activities of an aeronautical nature.

Section 6.11 Performance Bond. At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of \$\_\_\_\_\_ for a period of 6 months, in a form approved by the Comptroller, which bond shall guarantee faithful performance of the provisions of this agreement, including but not limited to payment of monthly percentage remittance, fuel fees, and base rent due City. The surety company at its option may renew this bond by a new bond for a continuation certified each year. In the event a new bond is used the amount shall not be cumulative but the required amount may vary from year to year and City reserves the right to increase or decrease the amount every two years by

the percentage of increase or decrease in Tenant's financial obligations to City under the terms of this agreement since the time of calculation of the last Performance Bond amount.

Section 6.12 Lighting. Tenant shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the demised premises and on the highest point of each smoke stack, pole, aerial, and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Tenant's expense from dusk to dawn and during periods of restricted visibility.

#### ARTICLE VII - MAINTENANCE BY CITY.

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair (including the removal of snow, vegetation, stones, and other foreign matter as reasonably as may be done, from runways, taxiways, connections therefrom, and roadways) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment now or hereafter provided by City, serving the demised premises but located outside the demised premises.

#### ARTICLE VIII - INDEMNITY.

Tenant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any acts or omissions of Tenant, its officers, agents, and employees, on the premises or elsewhere at the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may be in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

#### ARTICLE IX - INSURANCE.

Section 9.01 Coverages. Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$2,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article VIII hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the Laws of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.

- (c) Aircraft public liability and property damage insurance with limits of liability of \$2,000,000 per occurrence.
- (d) Insurance upon the buildings and improvements (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy.

Section 9.02 General. All insurance policies which Tenant is required to maintain under the terms of this agreement shall be obtained from an insurance company or companies of substantial financial resources and shall in all cases where possible name City as additional insured thereunder. If the Comptroller reasonably objects to any insurance company from whom Tenant has obtained or proposes to obtain any such policy, on grounds of the questionable stability or financial resources of such company, Tenant shall not obtain such policy from such company, or as the case may be, will obtain a replacement policy from a company satisfactory to the Comptroller. Any insurance which Tenant is required to maintain under the terms of this agreement may be effected by blanket policies of insurance covering other companies affiliated with Tenant and risks at other airports. Tenant shall deliver a certified copy of each such policy, or a certificate or certificates evidencing the existence thereof, or binders, to the Comptroller within 10 days after the effective date of this agreement. In the event any binder is delivered it shall be replaced within 30 days by a certified copy of the policy or a certificate. Each such policy shall contain a valid provision or endorsement that it may not be cancelled or modified without ten days advance written notice thereof to City. A renewal policy or certificate shall be delivered to the Comptroller at least 10 days prior to the expiration date of each such expiring policy, except for any policy expiring after the date of the termination of this agreement.

In any event, Tenant is not to 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 Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of this agreement.

#### ARTICLE X - DAMAGE TO OR DESTRUCTION OF PREMISES.

(a) If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are payable, or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property, to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or

destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the Project so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modification as may be approved by the Commissioner of Public Works and the Commissioner of Aviation.

(b) In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace, or reconstruct the Project substantially to the same condition as prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its tenancy under this agreement. In such case the insurance proceeds shall be paid to City. Tenant, at its expense, upon notice to do so by City, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace, or reconstruct the Project regardless of the sufficiency of insurance proceeds for such purpose.

(c) Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to the Project are to be applied and disbursed as follows:

- (1) To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss.
- (2) To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications, and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.
- (3) To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the Project shall at all times be free from liens for any labor, services performed, or materials furnished or delivered in connection with such work.
- (4) Of the balance, if any, of the insurance proceeds exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to City such proportion thereof as the number of full lease years immediately preceding the lease year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

#### ARTICLE XI - ABATEMENT OF RENT.

Section 11.01 Closing of Airport. If during any period of time or times during the term of this agreement the Airport is closed to the operation of aircraft, and has been so closed for at least 5 consecutive days immediately prior to such period, Tenant shall not be liable for the fixed rent provided for in Section 4.01 allocable to such period or periods.

Section 11.02 Casualty Rendering Premises Unuseable. If as a result of fire or any other casualty, not caused by the fault of Tenant, or of a temporary taking by any lawful authority the premises or a portion thereof are rendered unuseable by Tenant, Tenant shall during the period of such unuseableness not be liable for a portion of the rental for the premises on an equitable basis considering the amount and character of the space the use of which is denied Tenant as compared with the entire premises.

ARTICLE XII - EQUAL TREATMENT.

During the term of this agreement the City may grant to other individuals, firms, or corporations a privilege to conduct the same or a similar type of business on, upon, and from the Airport under substantially similar terms, conditions, and beginning rates than those applicable under this agreement. Provided, however, that the Airport shall not be required to renegotiate ground and/or facility rent at the same time with all fixed base operators on the airport nor to charge the same ground and/or facility rent for more or less desirable land or facilities, which desirability is to be determined at the sole discretion of the City.

ARTICLE XIII - SIGNS.

Tenant shall have the right to erect, maintain or display any signs or any advertising at or on the exterior parts of the premises so as to be visible from outside the premises with the prior written approval of the Commissioner of Aviation.

ARTICLE XIV - TERMINATION.

Section 14.01 By City. (a) If any one or more of the following events which shall constitute "events of default" shall occur, and not be corrected in a timely manner, City shall have the right to terminate this agreement or to terminate Tenant's tenancy hereunder:

- (i) Tenant shall fail to pay the base rental and the other fees and charges covered under this agreement in the amounts and at the times and in the manner herein provided and such failure shall continue for 15 or more days after written notice thereof shall have been given to Tenant.
- (ii) Tenant shall abandon or vacate the premises or shall permit the same to remain vacant or unoccupied without the consent of City first had and obtained;
- (iii) Tenant shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or (2) file a voluntary petition in bankruptcy or of insolvency under any federal or state bankruptcy or insolvency law, or (3) make a general assignment for the benefit of its creditors, or (4) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (5) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Tenant bankrupt or insolvent or approving a petition seeking reorganization by Tenant or appointing a receiver, trustee, or liquidator of all or a substantial part of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of 90 consecutive days; or
- (iv) Tenant shall fail to observe its obligations under this agreement and such failure shall continue for 30 days after receipt of a written notice of such default from City, or if such failure cannot be cured within 30 days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.



City may give to Tenant written notice of its intention to terminate this agreement (hereinafter referred to as the termination notice) on a date specified not less than 5 days after the delivery of such notice. If Tenant shall not commence to cure of remedy the default prior to the date of termination specified in the termination notice, Tenant's leasehold interest hereunder and right to occupy the premises shall terminate on said termination date.

(b) In the event of termination, in accordance with this Section 14.01, and whether or not City exercises its rights to re-enter granted therein, all the obligations of Tenant under this agreement shall survive and shall remain in full force and effect for the full term of this agreement, excluding extensions thereof that have not at the time of termination become fixed, and Tenant shall be liable for the same amount of damages to City as if this agreement had not terminated. City may maintain separate actions each month to recover the damages then due or at its option and at any time may sue to recover the full provable damages, less a discount, for the entire term.

(c) City upon termination and re-entry may occupy the premises or may relet the premises and shall have the right to permit any person, firm, or corporation to enter upon the premises and use the same. Such reletting may be of a part only of the premises or of all of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term of this agreement, and on terms and conditions the same as or different from those set forth in this agreement. City shall also upon termination and re-entry have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises, without affecting, altering, or diminishing the obligations of Tenant hereunder. In the event either of any reletting or any actual use and occupancy by City (the mere right to use and occupy not being sufficient however), there shall be credited to the account of Tenant against its obligations which have survived hereunder any net amount remaining after deduction from the amount actually received from any sublessee, licensee, permittee, or other occupier in connection with the use of the said premises or portion thereof during the balance of the term of this agreement, or from the market value of the occupancy of such portion of the premises as City may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by City in connection therewith. No such reletting or such use and occupancy shall be or shall be construed to be an acceptance of a surrender.

(d) The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of City's right to act out of any other right hereby given City, or as an election not to proceed under the provisions of this agreement.

Section 14.02 By Tenant. (a) Tenant may terminate this agreement and all of its obligations hereunder upon and after the occurrence of any of the following events and the lapse of any time hereinafter specified:

- (i) If Tenant becomes unable to conduct upon the premises its normal operations because of any rule, order, or regulation of any governmental agency having jurisdiction over the Airport, or on account of any condition of or inadequacy

of maintenance of the facilities of the Airport maintained or provided by City, or upon abandonment of or substantial curtailment in operations conducted at the Airport, and such inability shall have continued for a period of at least 30 days; or

- (ii) City shall fail to perform any of its obligations under this agreement and such default shall continue for a period of 30 days after receipt of written notice thereof from Tenant.

(b) If Tenant desires to terminate this agreement pursuant to this section it shall, after an event described in subsection (a) of this section has occurred and the time therein specified lapsed, deliver to City a written notice of termination specifying a date of termination not less than 5 days after the delivery of such notice of termination. Tenant's obligations under this agreement shall cease upon such termination date, unless the event is one described in (a) (ii) of this section and City cures such default prior to such termination date. No such termination shall relieve City of its obligations under this agreement nor affect the liability of City to Tenant for any breach of this agreement.

Section 14.03 As to Both Tenant and City. In the event that a United States governmental agency shall take over the premises or take over other facilities at the Airport with the result that City no longer operates and controls the Airport, then and in that event City and Tenant shall be released and fully discharged from any and all liability hereunder and this agreement shall thereupon terminate.

City or Tenant may, if either so elects, pursue any other remedy provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### ARTICLE XV - SURRENDER OF POSSESSION AND REMOVAL OF PROPERTY.

Section 15.01 Surrender of Premises. Upon termination of this agreement for any reason Tenant shall surrender the premises in good condition and repair, except for reasonable wear and tear and matters which are the responsibility of City.

Section 15.02 Removal of Property. Tenant shall be entitled during the term of this agreement and for a period of 30 days after its termination for any reason to remove from the premises all of its trade fixtures, equipment, supplies, furniture, and other property; subject, however, to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder, and provided that Tenant shall repair all damage resulting from such removal.

#### ARTICLE XVI - FORCE MAJEURE.

Neither the City nor Tenant shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

ARTICLE XVII - MISCELLANEOUS.

Section 17.01 Assignment and Sublease. (a) Tenant shall not, without the prior written consent of the City Council, (i) assign or convey this agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this agreement, or any mechanical lien upon Tenant's interest, involuntarily or by operation of law; or (iii) sublet the entire demised premises or any portion of the hangar complex where the subtenant leases 25% or more of the total hangar or office space or of the combined hangar and office in any given hangar building. Any such action on the part of Tenant shall be void and of no effect. City's consent to any assignment, subletting, or transfer or City's election to accept any assignee, subtenant or transferee as the tenant hereunder and to collect rent from such assignee, subtenant or transferee shall not release the original Tenant from any covenant or obligation under this agreement unless City expressly agrees to such release. City's consent to any assignment, subletting or transfer shall not constitute a waiver of City's right to withhold its consent to any future assignment, subletting or transfer.

(b) Tenant shall not without the prior written consent of the Commissioner of Aviation: (i) sublease a portion of the demised premises, or (ii) permit the use of the demised premises by any parties other than Tenant, its employees, and invitees.

(c) Tenant may, however, license, on a month-to-month basis, the use of desk or office space for flight crews, maintenance personnel, inspectors, and other personnel of its customers and storage space for customers with only one airplane or helicopter. A listing of these licensees must be submitted to and reviewed by the Commissioner of Aviation twice each year, on January 15th and June 15th.

Section 17.02 Notices. All notices or other written communications provided for herein shall be delivered in person, by telegram, or certified mail, return receipt requested, and shall be delivered to the parties at the following address, or such other address either party may from time to time specify to the other in writing:

To Tenant:

To City:

Commissioner of Aviation  
City of Chicago  
121 North LaSalle Street  
Room IIII - City Hall  
Chicago, Illinois 60602

All such notices or communications shall be deemed given or delivered when actually received by the party to whom directed.

Section 17.03 Commissioner of Aviation. References herein to the Commissioner of Aviation shall be deemed to refer to the Commissioner of Aviation of the City of Chicago or such other official of the City who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Aviation is required and is requested such approval shall not be unreasonably withheld.

Section 17.04 Commissioner of Public Works. References herein to the Commissioner of Public Works shall be deemed to refer to the Commissioner of Public Works of the City of Chicago or such other official of the City, who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Public Works is required and is requested such approval shall not be unreasonably withheld.

Section 17.05 Comptroller. References herein to the Comptroller shall be deemed to refer to the Comptroller of the City of Chicago or such other official of the City who may have the responsibility presently assigned to said Comptroller.

Section 17.06 No Waiver of Defaults. No waiver by either party hereunder of any default by the other party in the performance of any of its obligations under this agreement shall be construed to be a waiver of any other obligation or subsequent default by such other party.

Section 17.07 Separability. In the event any provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall in no way affect any other provision herein contained.

Section 17.08 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit, or prescribe the scope or intent of any provision of this agreement.

Section 17.09 Governing Law. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10 Benefit. All of the rights and obligations of each party herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of such party.

Section 17.11 Counterparts. This agreement may be executed in several counterparts each of which shall be deemed an original.

Section 17.12 Sublessors and Assigns. Subject to the terms and condition of ARTICLE I hereof, the provisions of this lease shall bind and inure to the benefit of the successors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents, servants or employees of City or Tenant.

Section 17.13 Industrial Revenue Bonds. City agrees that Tenant may do whatever is legally necessary to secure industrial revenue bond financing for the purpose of funding the improvements required or elected to be constructed by Tenant on the demised premises.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_ (C.J.P. pp. \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO  
a municipal corporation

\_\_\_\_\_  
Mayor

APPROVED

\_\_\_\_\_  
Commissioner of Aviation

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

*Kim M. Megaro*  
\_\_\_\_\_  
Assistant Corporation Counsel

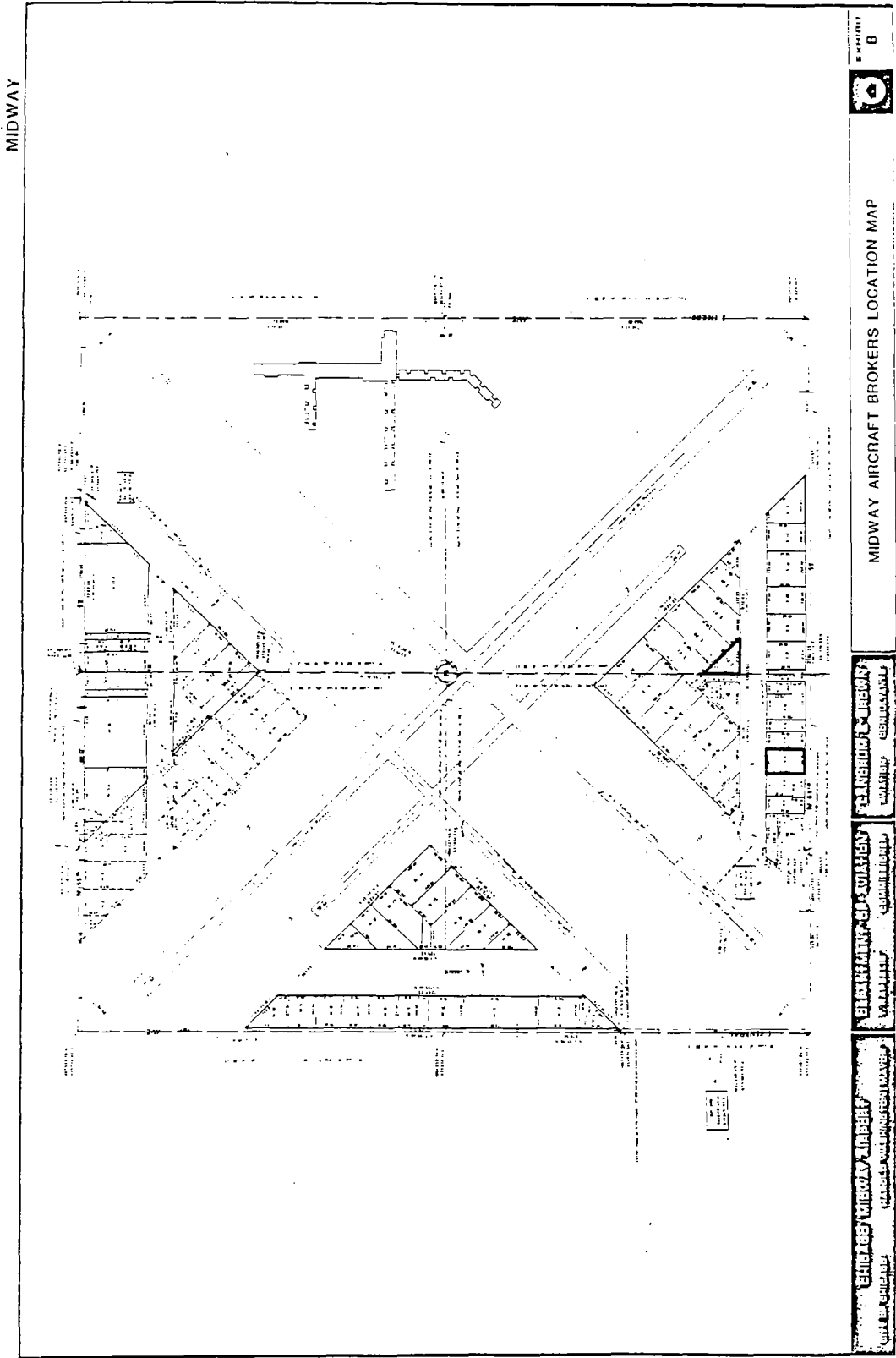
ATTEST:

MIDWAY AIRCRAFT BROKERS, INC.  
an Illinois corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
President









(Continued from page 4986)

begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, with said agreement, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) FRANK A. DAMATO,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement between Monarch Air Services, Inc., and the City of Chicago for certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Hangar, Hangar Site and Aviation Sales and Service  
Agreement printed on pages 5012 thru 5040  
of this Journal.]

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

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#### COMMITTEE ON CLAIMS AND LIABILITIES.

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##### Authority Granted for Payment of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

(Continued on page 5041)

HANGAR, HANGAR SITE AND COMMERCIAL  
AVIATION SALES AND SUPPORT SERVICES AGREEMENT  
AT CHICAGO MIDWAY AIRPORT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "City") and MONARCH AIR SERVICE, INC., an Illinois corporation (hereinafter referred to as "Tenant").

W I T N E S S E T H:

That City, for and in consideration of the terms and conditions hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago Midway Airport (hereinafter called "Airport") in the City of Chicago, County of Cook, State of Illinois, as shown on Exhibit A attached hereto.

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Airport.

B. Other existing agreements and leases between City and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and City with reference to the conveyance by the United States to City of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to City for airport purposes.

C. The right of City to further develop, improve, maintain, modify, and repair the landing area, the general aviation area, the Terminal Buildings and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant; provided that such further development improvement, maintenance, modification, or repair is not in conflict with Tenant's right to quiet and peaceful possession of the demised premises.

ARTICLE I - TRANSFER AND INDEPENDENCE OF AGREEMENT.

The Tenant shall not, without prior approval of City, transfer this agreement, or any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting an independent contractor to provide any of the commercial aviation support services on, in or from the demised premises which Tenant itself is or can be authorized to perform under 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 Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then City may, upon receiving proof that such change involves control by a person or company unqualified to operate the type of business authorized by this agreement, declare such change a breach thereof.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto.

#### ARTICLE II - LEASE OF PREMISES, CONSTRUCTION OF, TITLE TO, AND AMORTIZATION OF FACILITIES.

Section 2.01 Premises. City for and in consideration of the covenants and agreements herein mentioned to be kept and performed by both parties hereto, does hereby demise to Tenant the premises designated as follows:

- (a) Parcel #1 New Hangar and Hangar Site A: a relocated and completely reconstructed hangar equal to a new facility and a parcel of land totaling approximately 67,512 square feet, comprising the northernmost half of plat W-3, as outlined in red on Exhibit C attached hereto and by this reference made a part hereof, together with an area of approximately 45,650 square feet of ramp space to be added to the demised premises when the new west ramp taxiway (on Exhibit A) is constructed, all as indicated by red cross hatching on the same Exhibit C.
- (b) Parcel #2 Hangar and Hangar Site B: a hangar and a parcel of land totaling approximately 67,512 square feet, comprising the southernmost half of plat W-3 as outlined in blue on Exhibit C attached hereto, together with an area of approximately 45,650 square feet of ramp space to be added to the demised premises when the new west ramp taxiway is constructed, all as indicated by blue cross hatching on the same Exhibit C.
- (c) Parcel #3 Hangar and Hangar Site C: a hangar and a parcel of land totaling approximately 113,657 square feet, designated as plats W-1 and W-2, as outlined in green on Exhibit C attached hereto, together with an area of approximately 42,906 square feet of ramp space to be added to the demised premises when the new west ramp taxiway is constructed, all as indicated by green cross hatching on the same Exhibit C.
- (d) Parcel #4 Site D: Tenant shall have an option to add this parcel to the demised premises comprising approximately 210,808 square feet of land as outlined in yellow and designated as plat W-16, W-17, and W-18 on Exhibit C attached hereto. This option shall extend for 3 years from the effective date of this agreement.

Section 2.02 Construction. Tenant, after securing necessary permits therefor, has, at its own cost and expense, dismantled and removed the former Sears, Roebuck and Company hangar at 4910 West 63rd Street on the Airport, erecting it and rebuilding it on Parcel #1 of the demised premises, all at a minimum capital expenditure of \$2,000,000. Tenant agrees to rehabilitate the former Army Alert hangar located on plat W-2 at a minimum capital expenditure of \$500,000. The \$2,500,00.00 capital expenditure for both hangar projects includes architects and engineers fees, costs of plans and specifications, other costs incidental to the dismantling and moving of the former Sears hangar and to the rebuilding, construction and rehabilitation work. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation (hereinafter called the "Commissioner") and the Commissioner of Public Works. Tenant agrees to pay in full, within 30 days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners of Aviation and Public Works. This fee, if required, shall be based upon a schedule of professional service charges which is reasonable and customary for architectural and engineering reviews of similar scope. The above mentioned construction and rehabilitation shall be completed, except for minor punch list items, within 24 months after receiving final written approval from the City of Tenant's plans and specifications and not later than by December 31, 1985. Any other major new facilities or capital improvements shall be completed in a reasonable amount of time as mutually determined by City and Tenant.

(a) During the period of construction, all construction work, workmanship, materials, and installation involved or incidental to the construction of the improvements shall be subject at reasonable times during normal business hours to inspection by City, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications.

(b) Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of the construction or rehabilitation required by this agreement including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, with a separate breakdown of the cost of construction of aircraft tie-down and aircraft parking areas within 60 days after the completion of the construction thereof, and shall, if requested by City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within 60 days after its receipt whether said itemized statement and supporting invoices or other records meet with his approval or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by City within 60 days following receipt thereof. Upon approval of the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated hereinbelow; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such 60 day period. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

(c) In the event that the entire demised premises or such part thereof as City and Tenant mutually agree will substantially impair Tenant's ability to use the premises for the purpose specified in this agreement, are required for Airport purposes prior to the expiration of this agreement, the Commissioner may, upon 60 days advance written notice to Tenant, direct Tenant to vacate the same. If Tenant is required to vacate all or a part of the demised premises in accordance with the foregoing provisions of this subsection (c), or in the event this agreement is terminated for any reason other than by action of City pursuant to Section 14.01, or action of the federal government pursuant to Section 14.03, City, within 60 days after Tenant's vacation of the premises, will pay to Tenant the unamortized portion of the cost of the construction or rehabilitation required in this agreement; such amortization to be computed on a straight-line basis over the initial term of this agreement. If this agreement is terminated by City pursuant to Section 14.01 prior to the end of the initial term of this agreement, and City thereafter leases the demised premises or any substantial part thereof to some person other than Tenant, City will require such other person to pay to Tenant the unamortized portion of the cost of any major construction or rehabilitation required under Section 2.02, or such part thereof, calculated as above provided. In the event City requires the demised premises or a substantial part thereof to be vacated in accordance with the foregoing provisions of this subsection (c), or in the event the premises or a substantial part thereof are taken by some other governmental unit, City will use its best efforts to make available to Tenant another suitable location on the Airport at which it can conduct the business contemplated by this agreement.

(d) Prior to commencement of the major construction outlined hereinabove, the plans shall be submitted to the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

(e) Where the City has constructed or installed roadways and lines for water, sewage, electricity, gas, and storm drainage to the perimeter of the demised premises, Tenant, at its sole expense, shall have the right to construct, or have constructed or installed, similar roadways, lines, and facilities and to connect the same to water supply and sewage lines, and to receive all necessary utilities and services; provided, however, that Tenant shall secure all necessary applications and permits and shall pay all necessary application and permit fees and user charges occasioned thereby. City hereby grants any and all easements that may be necessary for the purpose of connecting, maintaining, repairing or replacing such roadways and lines.

Section 2.03 Title. Title to all present hangar and hangar site improvements is vested in the City and title to any further hangars or hangar site improvements, as well as to any and all subsequent alterations, modifications, and enlargements, shall upon completion thereof vest in City.

#### ARTICLE III - TERM.

Section 3.01 Initial Terms. The initial term of the operating portion of this agreement, providing for the commercial aviation sales and support services agreed upon herein, will commence on \_\_\_\_\_, the date of authorizing ordinance by the City Council of the

City of Chicago and terminate on December 31, 2004. The initial term of the various parcels delineated in Section 2.01 are as follows:

For Parcel #1 - will be identical to the term of the operating portion of this agreement.

For Parcel #2 - will commence on the effective date of the operating agreement and will terminate on December 31, 1989.

For Parcel #3 - will commence on the effective date of the operating agreement and will terminate on December 31, 1994.

For Parcel #4 - will commence on the date on which the Commissioner of Aviation approves in writing Tenant's written request to exercise its option to add this parcel, or any of the 3 designated plats comprising this parcel, and will terminate on the same date established for Parcel #1 above.

Section 3.02 Five-Year Extension. If Tenant shall desire to extend the initial terms listed above in Section 3.01 for 5 more years, resulting in a new termination date for Parcel #2 of December 31, 1994 and, for Parcel #3, of December 31, 1999, then Tenant, in each case, shall notify the City in writing of its intention to do so no less than 1 year and no more than 2 years prior to the expiration of the respective initial terms. Following such notification, the City shall prepare a revised hangar building rental for the Parcel in question, based on 2 separate, current, fair-market real estate appraisals commissioned and paid for by the City. Tenant shall have 60 days after receipt of City's new rental terms to confirm or withdraw its option to extend this agreement on said Parcel.

Section 3.03 Commitment to Reconstruction. If Tenant shall desire to extend the term for Parcels #2 and #3 through the initial term of the operating portion of this agreement, December 31, 2004, Tenant agrees to invest a minimum of \$480,000 (in 1984 dollars) in capital improvements to Hangar and Hangar Site B in 1993 and 1994, or at an earlier date with the approval of the Commissioner, and a minimum of \$287,000 (in 1984 dollars) in capital improvements to Hangar and Hangar Site C in 1998 and 1999, or at an earlier date with the approval of the Commissioner. Said improvements are not to be mere maintenance times and will be subject to the same conditions established in Sections 2.02 and 2.03 hereinabove, except as to the amount of capital invested and to be shorter amortization periods. If by mutual agreement the City and the Tenant decide that such capital expenditure(s) could be used to greater advantage as part of a program calling for the demolition of one or more of these older buildings and its replacement with a new structure, then the Commissioner may request a reopening of negotiations to draw up and recommend to the City Council a new agreement covering the Parcel or Parcels in question.

Section 3.04 Final Option to Extend. If Tenant shall desire to extend the term of the operating agreement and of any or all of the Parcels under this agreement from January 1, 2005 through December 31, 2009, then Tenant and City shall follow the same notification procedures under the same time constraints, as specified immediately hereinabove in Section 3.02 and the City shall follow the same appraisal process as specified immediately hereinabove. An amendment will be prepared incorporating new rentals determined through the appraisal process as specified immediately hereinabove and after being executed by the Tenant, will be recommended by the Commissioner to the City Council for approval.

If Tenant continues in possession of the premises after the term of this agreement has expired and not subject to its proper exercise of an option to extend, Tenant shall, at the option of the City, become a tenant from month-to-month under and upon the covenants, agreements, terms and conditions set forth. Any such hold over tenancy may be terminated by either Tenant or City upon the giving of not less than a 30-day written notice of the intention to terminate.

Section 3.05 Other Terms and Conditions. Except for the changes in land and building rental covered in this ARTICLE III and the following ARTICLE IV all other terms and conditions remain the same during any extension of this agreement.

#### ARTICLE IV - RENT.

Section 4.01 Base Rent. (a) Tenant shall, during the term of this agreement, pay to the City as land rental each month, in advance, 1/12 of a total annual land rental for each year following the effective dates specified below for the separate parcels covered by this agreement, according to the following schedule of rates established for airport land:

For the years 1984 through 1987 - 25¢ per square foot per year.

For the years 1988 through 1992 - 35¢ per square foot per year.

For the years 1993 through 1997 - 45¢ per square foot per year.

For the years 1998 through 2002 - 55¢ per square foot per year.

For any years from 2003 through 2007 - 75¢ per square foot per year.

For any years from 2008 - by appraisal.

Land rental for Parcel #4 shall be at the rate of 5¢ per square foot per year for the first year and 10¢ per square foot per year for the last 2 years of the option period. The full annual rental rate specified immediately hereinabove shall apply as soon as the Commissioner has approved in writing Tenant's written request to develop this parcel or any portion of it. If Tenant fails to initiate the development of Site C or any portion of it within the 3 year option period, such undeveloped area or areas will revert to the City.

Tenant shall not, however, be billed for nor obliged to pay land rental on any aircraft tie-down and aircraft parking ramp areas which it constructs on Parcel #4 either separately or as part of a new hangar facility complex except for a 30-foot wide zone extending out from the base (footprint) of the hangar into the aircraft operations area. Tenant shall be allowed to amortize the cost of the construction of such areas at an annual rate equal to the rental rates per square foot specified immediately hereinabove times the number of square feet certified by the Commissioner as qualifying for such amortization. The land rental specified in this Article shall become due and payable for these aircraft tie-down and parking areas on the occurrence of the sooner of the following events: a) the full amortization of the Tenant's cost of construction as determined in Section 2.02 or, b), beginning January 1, 2004..



(b) Tenant shall also pay to the City a building rental for each of the existing buildings for each year of the respective years specified below, according to the following schedule with 1/12 of the stated amount payable each month, in advance:

Hangar B (Parcel #2): \$60,890.00 for the years 1984 through 1989.

Hangar C (Parcel #3): \$3,550.00 for the years 1984 through 1989.

Hangar rentals for these 2 buildings for the years 1990 through 1994 are to be determined by the method covered in Section 3.02 hereinabove.

Where there is no building rental the land rental shall be hereinafter referred to as the Base Rent. Where a building rental is also involved Base Rent refers to the combination of the two rentals.

Any rental or fees payable by Tenant hereunder which are not paid within 5 days after the timely receipt of a notice of non-payment shall bear interest at the rate of 10% per year from the due date thereof until paid. Tenant shall pay on or before the first day of each month, in advance, to the Comptroller 1/12th of the annual amounts listed for the parcels designated in ARTICLE II hereinabove. If any rental hereunder commences after the first day or terminates prior to the last day of the month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

Section 4.02 Fuel Fees. In addition to the fixed rent specified above, Tenant shall pay to City 5¢ per gallon on all aviation jet fuel and 6 1/2¢ per gallon on all aviation gas sold at the Airport from the effective date of the operating agreement through January 31, 1985. For the period February 1, 1985 through January 31, 1986 and each subsequent twelve month period or fraction thereof during the term of this agreement, Tenant shall pay the City fuel flowage fees equal to 5% of the average wholesale cost paid separately for jet fuel and aviation gas by all the approved fixed base operators at the Airport during the preceding calendar year, calculated to the nearest 1/10 of a cent. In no case, however, are such fuel flowage fees to go below 5¢ per gallon for jet fuel and 6 1/2¢ per gallon for aviation gas during the term of this agreement. Tenant further agrees to submit to the City by the 15th of December of each year records of all aviation fuel delivered to Tenant during the current calendar year through November and including the final month (December) of the previous calendar year with a breakdown as to types as specified in Section 6.07, (b) hereinafter below. These records, taken together with those submitted by the other authorized fixed base operators on the Airport, will provide the basis for the recalculation of fuel flowage fees provided for immediately hereinabove.

Tenant further agrees to pay City a minimum of 5¢ a gallon for automotive fuel sold at the Airport with the same procedure for an annual review and possible fee adjustment to guarantee the City a fee equal to 5% of the average wholesale cost of these products as delineated in this Section 4.02 for aviation jet fuel and aviation gas.

Section 4.03 Aircraft Sales and Percentage of Gross Receipts. In addition to the fixed rent and fuel fee specified above, Tenant during each lease year shall pay to City 2% of the first \$1,000,000 of "gross receipts" per year (as hereinafter defined in Section 6.07, (e)), 3% of any gross receipts over \$1,000,000 to \$4,000,000 per year and 4% of any gross receipts over \$4,000,000 per year, received by Tenant or any of its licensees, agents, or subtenants at the Airport, pursuant to the privileges and obligations authorized by this agreement in Section 5.02

and Section 5.03, except that Tenant will pay City for the sale of aircraft, whether new or used, on the following scale per aircraft:

|                                     |           |
|-------------------------------------|-----------|
| Single engine piston aircraft ..... | \$ 50.00  |
| Light twin piston aircraft .....    | \$ 100.00 |
| Other piston aircraft .....         | \$ 150.00 |
| Turbo prop aircraft .....           | \$ 200.00 |
| Corporate jet aircraft .....        | \$ 300.00 |

which fees for the sale of aircraft will double after the 10th year of this agreement.

If Tenant holds a second or third agreement substantially the same as this agreement covering its operations on or from other demised premises at the Airport, then the annual gross receipts shall be cumulative for all such leases for purposes of calculating the percentage rental due to the City under this Section 4.03.

Section 4.04 Landing Fees. (a) Tenant shall pay the current landing fees in effect at Chicago Midway Airport for each landing at such airport of any of its own aircraft, whether such aircraft are being operated by Tenant for one of the purposes authorized under this agreement or for other reasons.

(b) Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Section 4.05 Minimum Guarantee. The minimum annual guarantee to be paid on the "Percentage of Gross Receipts" portion of Section 4.03 hereinabove shall initially be a sum equal to the total square feet of land under lease to Tenant times 10¢ per square foot. Options, if any, to add other areas, will increase the minimum annual guarantee according to the formula established in this Section 4.05 and will begin on the date such option(s) is exercised.

(a) This minimum will be adjusted beginning January 1, 1988, 1993, 1998, and 2003, by multiplying the rate of 10¢ per square foot per year by a fraction, the numerator of which is the Producer Price Index/All commodities ("PPI") published by the United States Department of Labor Statistics (1967 = 100) for each of the scheduled years of adjustment and the denominator of which is the PPI for 1983.

(b) As soon as is reasonably feasible in the years 1988, 1993, 1998, and 2003, City shall furnish Tenant with a statement showing (i) the amount of the new guaranteed annual minimum for the next 5 years, calculated according to the formula set forth in paragraph (a) immediately hereinabove, and (ii) the amount of any deficiency or excess with respect to the new annual minimum guarantee. Tenant shall pay deficiency to City as shown by such statement within 30 days after receipt of such statement. Tenant shall have the option, should there be an excess, of either asking for a refund or requesting that the excess be credited against payments next due hereunder.

(c) If the manner in which the PPI is determined by the Department of Labor shall be substantially revised, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have obtained if the PPI had not been so revised. If the 1967 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the PPI shall become unavailable to the public because

publication is discontinued, or otherwise, City will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

Section 4.06 Place, Time, and Manner of Payment. On the first day of each month of each lease year, Tenant shall pay 1/12 of the annual minimum guarantee and the Base Rent as set forth in Section 4.01 of this agreement.

The fees and payments provided for in Section 4.02, that portion of Section 4.03 pertaining to the sale of aircraft, and Section 4.04 shall be payable on or before the 15th day of the succeeding month. Payments provided for in that portion of Section 4.03 pertaining to the percentage of gross receipts as defined in Section 6.07 (e) shall also be payable on or before the 15th day of the succeeding month, less the amount of the minimum guarantee established in Section 4.02 above, 1/12 of which is prepaid each month in advance, as previously prescribed. The reports specified in Section 6.07 (c) and (d) shall be forwarded with these payments.

All rent, fees, and other payments payable by Tenant to City under this agreement shall be payable at the Office of the City Comptroller, 121 North LaSalle Street, Room 501, City Hall, Chicago, Illinois, 60602.

Section 4.07 Sales to Parent, Subsidiaries, and Affiliates. Neither the fees specified in Section 4.02 nor the payments specified in Section 4.03 shall be payable by Tenant with respect to sales to or revenues received from (a) any person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant or (b) any corporation of which more than 50% of the capital stock is owned by Tenant or a person or corporation which directly or indirectly through one or more subsidiaries owns more than 50% of the capital stock of Tenant; provided that the products sold to, or the services rendered to, such person or corporation are used or consumed by, or rendered directly for the benefit of, such person or corporation and are not sold or rendered to a business, such as an airline or charter flight service, which is competitive with other businesses at the Airport.

Section 4.08 Construction Cost of New West Ramp Taxiway. Recognizing that continued use of the historical west ramp as a public taxiway would interfere with the efficient operation of the airport, the City has requested federal and state funding for a new west ramp taxiway, as outlined in red on Exhibit A attached hereto. The construction cost of the new taxiway has been estimated at a maximum of \$3,000,000. The main beneficiaries of this new taxiway will be the tenants with hangars on the street (Central Avenue) side of the west ramp. Each such tenant must agree as a necessary condition of its respective hangar and hangar site agreement to reimburse City on a prorated basis for the 5% of the total cost of the new taxiway construction which is the required local share. Tenant, therefore, agrees to pay its prorated share of a maximum of \$150,000, or of whatever lesser amount the project may cost. The proration is to be based on a fraction, the denominator of which will be the total length of the new taxiway and the numerator, the lineal feet of said new taxiway that lie directly east (in front of) each tenant's leased area.

Warrants billing each tenant for an amount determined as outlined hereinabove will be issued as soon as the taxiway is constructed and the final total cost is known. One half of the total amount owed by each tenant will be billed within 60 days of the determination of the final cost and one half will be billed a year from the date of the first billing.

ARTICLE V - OPERATING RESPONSIBILITIES AND RIGHTS OF TENANT.

Section 5.01 Scope of Support Services. Support services are to be provided by Tenant to users of the Airport under two categories: (1) Primary Commercial Support Services, and (2) Secondary Commercial Support Services. It is understood that the Primary Commercial Support Services are mandatory obligations imposed upon Tenant, to be performed either directly or by designee, whereas the provisions of the Secondary Commercial Support Services specified in Section 5.03 are permissive. Tenant, and such of its parents, subsidiaries and affiliates as are approved by the Commissioner of Aviation, shall have rights to perform both those primary and secondary services on the premises and on other areas of the Airport with the permission of those entitled to possession of such other areas. Tenant shall have the right to charge for any or all of these services provided such charges are fair and reasonable as provided for in Section 6.03.

Section 5.02 Primary Commercial Support Services. Tenant shall perform the following services during all hours as described in Section 6.04 for aircraft operating at the Airport and soliciting from Tenant any of the services usually supplied by a fixed base operator:

- (a) Arrival and departure guidance, supervision of parking of aircraft, ramp assistance, and fire guard service for departing aircraft, as required;
- (b) Transport for passengers, crew, and ordinary hand baggage between aircraft and Tenant's hangar or public passenger terminals on the Airport;
- (c) Flight line servicing of aircraft including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products;
- (d) On request only, render minor aircraft services such as windshield wiping, checking tires, checking oil or fluid levels which are sometimes not desired;
- (e) Associated customer terminal services, including:
  - (i) Assist aircraft passengers and crew in obtaining local transportation, lodging, and general Chicago area information;
  - (ii) Maintain weather teletype service or similar means of conveying weather information;
  - (iii) Receive and transmit brief Unicom radio messages for the convenience of airborne passengers or waiting visitors when feasible; and
  - (iv) Convey messages to arriving or departing passengers using facilities of Tenant.
- (f) At least one specialized area of airframe, aircraft engine, radio, avionics repair, or other specific type of aircraft repair or maintenance service, which specialized area Tenant is to choose, informing the Commissioner in writing of such choice, on or before the effective date of this agreement. Tenant may change its area of specialization upon informing the Commissioner in writing of its new area of specialization.

- (g) Leasing or rental of hangar and office areas for aviation use and of aircraft tie-down and parking space.

Section 5.03 Secondary Commercial Support Services. Subject to the written notification to the Commissioner of Aviation, Tenant may engage in all or any of the following business endeavors:

- (a) Sale of aircraft;
- (b) Leasing or rental of aircraft or providing air charter, airfreight or flight management services;
- (c) Sale and installation of aircraft parts, engines, radios, avionics equipment or instruments, propellers or any parts or accessories therefor;
- (d) Repair and maintenance service for aircraft and aircraft engines, their components and accessories, including executive type jet aircraft;
- (e) Provide equipment and manpower in connection with passenger, baggage or freight handling, or any other ground services including into-plane loading of fuel purchased by any other airport tenant or operator authorized by City to buy fuel directly from a supplier for delivery at Airport;
- (f) Sale of airman materials and supplies and other aeronautical items;
- (g) Leasing or rental of desks, storage, or any equipment in connection with the conduct of aviation related activities.
- (h) The sale of automotive fuel for use in ramp vehicles;
- (i) The maintenance and repair of ramp vehicles;
- (j) Provide car rental services for its aviation services customers as the agent of any car rental company approved in writing by the Commissioner of Aviation.
- (k) Associated customer services not otherwise mandated under Section 5.02 (e).

Section 5.04 General Rights. (a) In addition to the above described responsibilities and rights Tenant shall have the right to perform and conduct such other activities and operations which the Commissioner of Aviation may later approve in writing as consistent with the rights, privileges, and responsibilities granted to Tenant which do not unreasonably conflict with the rights granted by the Airport to others, but no flight training is to be conducted in which student pilots take off or land at the Airport or use the airport facilities for any flying activities whatsoever.

(b) Tenant shall have the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxi strips, and other aeronautical or navigational facilities, subject only to generally applicable regulations and rules with respect to the use of such facilities imposed by City or other governmental agency. Tenant shall also have the right of ingress and egress to and from the premises for its

employees, customers, suppliers, and visitors and to park vehicles in the automobile parking areas demised to Tenant pursuant to this agreement. The use of any airport roads or public parking lots by Tenant, its employees, customers, and invitees shall be subject to the general rules applicable to similar users of the airport.

(c) Tenant, upon payment of the fees and all other payments and charges to be paid by Tenant under the terms of this agreement and upon observing and keeping each of the covenants of this agreement on the part of Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this agreement.

#### ARTICLE VI - OBLIGATIONS OF TENANT.

Section 6.01 Compliance with Laws. Tenant agrees at its own expense to comply with all laws, ordinances and governmental rules, regulations, and orders now in effect or promulgated at any time during the term of this agreement which as a matter of law are applicable to the operations of tenants at the Airport or to the use of the premises; provided, however, that if Tenant shall adequately secure and protect City from loss, cost, damage, or expense by bond or other means satisfactory to City, Tenant, at its sole expense and without cost to City, shall have the right to contest by proper legal proceedings the validity or applicability to it of any such law, ordinance, rule, regulation, or order, provided such contest shall not subject Tenant's leasehold estate to forfeiture or loss, or result in the suspension of Tenant's operations on the premises, and provided further that such contest shall not materially adversely affect the general operations, maintenance, construction, or financing of the Airport, or the obtaining of federal, state, municipal, or other funds therefor. Subject to the foregoing, Tenant may postpone compliance with any such law, until final determination shall be made adverse to the contentions of Tenant, at which time it will promptly comply therewith. Tenant shall prosecute all such proceedings with due diligence and dispatch.

Section 6.02 Compliance with Rules and Regulations. Tenant agrees to observe and obey (and to compel its officers, employees, invitees, subcontractors, licensees, and those doing business with it to observe and obey) the Rules and Regulations of City for the Airport as now in effect, and such further rules and regulations (including amendments and supplements thereto) of general application for the governing of the conduct and operations of persons doing business at or otherwise using or visiting the Airport as may from time to time during the term of this agreement be promulgated by City for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Airport, or for the safe and efficient operation of the Airport. Where there is a conflict between such Rules and Regulations and this agreement, the language of this agreement shall control. The obligation of Tenant to compel such observance and obedience on the part of its employees, invitees, and business visitors shall apply only while such persons are on the premises. City agrees that, except in cases of emergency, it will give notice to Tenant of every such rule or regulation adopted by it at least 5 days before Tenant shall be required to comply therewith. City shall supply Tenant with 2 copies of its presently effective Rules and Regulations, including the Airport Operations Manual which includes the emergency plan, and shall during the term of this agreement deliver to Tenant 2 copies of every amendment and supplement thereto. City furthermore reserves the right to control by security gate or otherwise, all automobile, truck or other vehicles ingress to or egress from the Project, and from the Project to any adjoining taxiways or aircraft ramp areas, and the return to the Project from such taxiways or aircraft ramp areas.

Section 6.03 Standard of Operation. Recognizing that the principal purpose of City in entering into this agreement is to make available to the public and users of the Airport the products and services which Tenant is permitted to sell and render hereunder, in fulfillment of City's obligation to the public and users of the Airport, Tenant agrees to conduct a first class commercial aviation support and fixed base operation, consisting of the primary support services listed under Section 5.02. Tenant agrees to provide and maintain a substantial hangar and office/terminal complex with the facilities, equipment, supplies, materials, and personnel necessary to adequately provide the sales and services authorized in this agreement, including a clean lounge or waiting room for passengers and other customers, as well as an accessible restroom maintained in a clean and sanitary manner and a minimum of 2 telephones for public use. Tenant agrees that it will furnish its services promptly, efficiently, and adequately to meet all reasonable demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges (as established by Tenant) which are fair, reasonable and non-discriminatory; provided that reasonable discounts, rebates, or other similar types of price reductions may be made to volume purchasers provided these in no way affect the payment of fuel fees as set forth in Section 4.02 hereinabove. Fairness and reasonableness of prices shall be judged by whether they are comparable to prices charged for services or products of similar caliber or quality at other airports similarly situated.

Section 6.04 Hours of Business. Tenant shall be open for and shall conduct business and furnish services on a schedule determined by the Commissioner of Aviation as the minimum operational standard for all designated base operators at the Airport providing the primary commercial support services designated in Section 5.02 of this agreement.

Section 6.05 Maintenance and Repair. (a) Tenant shall maintain the demised premises, the Project and all leasehold improvements, trade fixtures, and any equipment necessary to provide the aviation support services authorized under this agreement in good order and repair, keeping the same clean, safe, functioning, and sanitary.

(b) Tenant shall perform the routine day to day maintenance and cleaning necessary to keep the demised premises and all the equipment in a clean, safe, sanitary, and orderly condition; and will make all necessary repairs to keep such property in good and useable condition.

(c) In the event Tenant fails to perform or commence to perform, for a period of 30 days after written notice from City so to do, any obligation required by this Section 6.05 to be performed by Tenant, City may enter the premises involved (without such entering causing or constituting a termination of the agreement or an interference with the possession of said premises by Tenant) and do all things necessary to perform such obligation, charging to Tenant the cost and expense thereof and Tenant agrees to pay City such charge in addition to any other amounts payable to City hereunder; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of the public or of employees of City and City so states in its notice to Tenant, City may perform such obligation of Tenant at any time after the giving of such notice and charge to Tenant and Tenant shall pay, as aforesaid, the cost and expense of such performance.

(d) Tenant shall remove snow from and maintain the cleanliness of all ramps, hangar taxiways, and paved areas on the demised premises.

(e) Tenant shall keep the demised premises and the buildings, improvements, and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant, provided, however, that Tenant may in good faith contest the validity of any lien.

Section 6.06 Inspection of Premises. City, its officers, employees, agents, representatives, and contractors shall have after notice to Tenant, the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this agreement, and for the accomplishment of any set of actions which City may be obliged or have the right to do under this agreement or otherwise.

Section 6.07 Records and Reports to City. Tenant agrees to record all fees and charges in accordance with accounting practices as may be directed with respect thereto by the Comptroller, which records shall be preserved by Tenant and made available to City at a location upon the airport or within the City upon demand.

Tenant shall:

- (a) Maintain, in accordance with generally accepted accounting practices, during the term of this agreement and for one year after the termination and expiration thereof, and for a further period, not to exceed 5 years, extending until the Comptroller shall give written consent to the disposal thereof, records and books of account recording the gross receipts, as defined in (e) hereinbelow, as derived from the services performed pursuant to Sections 5.02, 5.03, and 5.04.
- (b) Tenant shall likewise provide, upon request, at the demised premises separate consecutively numbered sales checks and/or credit card receipt forms upon which shall be recorded all charges levied as such transactions occur, and shall also keep and preserve during the term of this agreement, full, complete, and true records of all fuel sold and all purchases made by Tenant or delivered to Tenant of aviation fuel from its suppliers or other sources, with a breakdown as to clearly separate types, such as jet fuel, aviation gasoline - 80 or 100 octane, diesel fuel, leaded automotive gasoline, and unleaded automotive gasoline.
- (c) Tenant shall likewise make a separate report of the landing of all aircraft based with Tenant or any of Tenant's sublessees, licensees, or agents and submit this report to the Commissioner together with payment of the landing fees, on a monthly basis by the 15th day of the month succeeding the month of report. Said report shall show the date and time of arrival of each aircraft, its type, gross landing weight, and registration number.
- (d) Tenant shall furnish City, on or before the 15th day following the last day of each calendar month during the term of this agreement, a statement of the amount due to City from the preceding month, as defined in ARTICLE IV in connection with its operation hereunder of all activities authorized by this agreement.
- (e) The term "gross receipts", as used herein, shall be construed to mean, for all purposes hereof, the aggregate amounts of all the charges made by Tenant or any of the its subtenants, licensees, agents, or wholly owned, affiliated companies occupying space on the demised premises and supplying any support services author-



ized in ARTICLE V of this agreement, other than for the sale of fuel and aircraft, whether made on, in or from the demised premises for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether or not paid, excepting from the determination of said amount, any taxes or fees collected on behalf of any government body or taxing agency including the City of Chicago.

- (f) All revenue shall be deemed to be received at the time of determination of the amount due the Tenant for each transaction, whether for cash or credit, and not at the time of payment, unless otherwise specifically stated in this agreement, or subsequently authorized in writing by the Commissioner of Aviation.
- (g) For each lease year of this agreement and any extension thereof or fractional part of a lease year either ending in termination or occurring at the beginning of the initial term but prior to the first lease year, Tenant shall furnish to City a statement prepared by an independent certified public accountant, and attested to by Tenant, covering, separately, all payments required under ARTICLE IV. This yearly report shall be called the Statement of Sales, Leases, Services, and Rents. Tenant shall, upon reasonable request, furnish promptly such other and further financial or statistical reports and data, dealing with its business hereunder, as City may, from time to time require.
- (h) "Lease year", as used herein, shall mean a calendar year. The first lease year shall commence on the first day of the month of January. Each succeeding and consecutive lease year shall begin on the anniversary of said day.
- (i) Tenant shall provide the hereinabove described annual "Statement of Sales, Leases, Services, and Rents" representing the business operations authorized under this agreement by month for the period being reported on, together with an opinion thereof by an independent certified public accountant. The tenant must inform City of the identity of the independent certified public accountant prior to submitting this required statement and such independent certified public accountant must be acceptable to and approved by City.

The following opinion would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales, leases, services, and rents reported to the City of Chicago by \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, relating to all sales, leasing, rentals, repairs, maintenance, and other services authorized and specified in ARTICLE V of that certain lease between the City of Chicago and \_\_\_\_\_, at Chicago Midway Airport, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales, leases, services, and rents showing gross sales, leases, services, and rents of \_\_\_\_\_, hereinabove represents fairly the amount of gross receipts as defined in the lease, for the period from \_\_\_\_\_ to \_\_\_\_\_."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller may cause an audit to be performed at Tenant's expense.

City, by its officers, employees, agents, representatives, and contractors may at any time at City expense cause an audit or audits to be performed.

Section 6.08 Equal Opportunity. Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C. F. R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C. F. R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly the Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 6.09 Non-Discrimination in the Use of the Premises. This agreement involves the construction or use of, or access to, space on, over or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Tenant, 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 (1) no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In construing Section 6.08 and 6.09, the parties agree that Tenant shall not be deemed to be in violation of either of these sections by mere accusation or the filing of any charges but that the highest court having jurisdiction over any claim of discrimination must render a final judgment adverse to the Tenant. Further, in the event that Tenant satisfies any judgment rendered against it which may constitute a violation of Sections 6.08 or 6.09, such satisfaction shall serve to cure any violation of 6.08 and 6.09 which may be deemed an event of default pursuant to the terms of this agreement.

Section 6.10 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 privilege and right of conducting any one or all activities of an aeronautical nature.

Section 6.11 Performance Bond. At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of \$ \_\_\_\_\_ for a period of 6 months, in a form approved by the Comptroller, which bond shall guarantee faithful performance of the provisions of this agreement, including but not limited to payment of monthly percentage remittance, fuel fees, and base rent due City. The surety company at its option may renew this bond by a new bond for a continuation certified each year. In the event a new bond is used the amount shall not be cumulative but the required amount may vary from year to year and City reserves the right to increase or decrease the amount every two years by the percentage of increase or decrease in Tenant's financial obligations to City under the terms of this agreement since the time of calculation of the last Performance Bond amount.

Section 6.12 Lighting. Tenant shall illuminate the apron in front of each hangar building on the demised premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point of each smoke stack, pole, aerial, and antenna on the demised premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Tenant's expense from dusk to dawn and during periods of restricted visibility.

#### ARTICLE VII - MAINTENANCE BY CITY.

City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair (including the removal of snow, vegetation, stones, and other foreign matter as reasonably as may be done, from runways, taxiways, connections therefrom, and roadways) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment now or hereafter provided by City, serving the demised premises but located outside the demised premises.

ARTICLE VIII - INDEMNITY.

Tenant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any acts or omissions of Tenant, its officers, agents, and employees, on the premises or elsewhere at the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may be in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

ARTICLE IX - INSURANCE.

Section 9.01 Coverages. Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements:

- (a) General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article VIII hereof.
- (b) Worker's compensation (and occupational disease) providing statutory benefits under the Laws of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
- (c) Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.
- (d) Insurance upon the buildings and improvements (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy.
- (e) During the course of construction of the improvements provided for herein, owners protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence and a construction performance bond of not less than the minimum amount for the construction specified in this agreement.

Section 9.02 General. All insurance policies which Tenant is required to maintain under the terms of this agreement shall be obtained from an insurance company or companies of substantial financial resources and shall in all cases where possible name City as additional insured thereunder. If the Comptroller reasonably objects to any insurance company from whom Tenant has obtained or proposes to obtain any such policy, on grounds of the questionable stability or financial resources of such company, Tenant shall not obtain such policy from such

company, or as the case may be, will obtain a replacement policy from a company satisfactory to the Comptroller. Any insurance which Tenant is required to maintain under the terms of this agreement may be effected by blanket policies of insurance covering other companies affiliated with Tenant and risks at other airports. Tenant shall deliver a certified copy of each such policy, or a certificate or certificates evidencing the existence thereof, or binders, to the Comptroller within 10 days after the effective date of this agreement. In the event any binder is delivered it shall be replaced within 30 days by a certified copy of the policy or a certificate. Each such policy shall contain a valid provision or endorsement that it may not be cancelled or modified without ten days advance written notice thereof to City. A renewal policy or certificate shall be delivered to the Comptroller at least 10 days prior to the expiration date of each such expiring policy, except for any policy expiring after the date of the termination of this agreement.

In any event, Tenant is not to 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 Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of this agreement.

#### ARTICLE X - DAMAGE TO OR DESTRUCTION OF PREMISES.

(a) If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are payable, or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property, to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the Project so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction, subject to such modification as may be approved by the Commissioner of Public Works and the Commissioner of Aviation.

(b) In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace, or reconstruct the Project substantially to the same condition as prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its tenancy under this agreement. In such case the insurance proceeds shall be paid to City. Tenant, at its expense, upon notice to do so by City, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace, or reconstruct the Project regardless of the sufficiency of insurance proceeds for such purpose.

(c) Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to the Project are to be applied and disbursed as follows:

- (1) To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss.
- (2) To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications, and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.
- (3) To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the Project shall at all times be free from liens for any labor, services performed, or materials furnished or delivered in connection with such work.
- (4) Of the balance, if any, of the insurance proceeds exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to City such proportion thereof as the number of full lease years immediately preceding the lease year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

#### ARTICLE XI - ABATEMENT OF RENT.

Section 11.01 Closing of Airport. If during any period of time or times during the term of this agreement the Airport is closed to the operation of aircraft, and has been so closed for at least 5 consecutive days immediately prior to such period, Tenant shall not be liable for the fixed rent provided for in Section 4.01 allocable to such period or periods.

Section 11.02 Casualty Rendering Premises Unuseable. If as a result of fire or any other casualty, not caused by the fault of Tenant, or of a temporary taking by any lawful authority the premises or a portion thereof are rendered unuseable by Tenant, Tenant shall during the period of such unuseableness not be liable for a portion of the rental for the premises on an equitable basis considering the amount and character of the space the use of which is denied Tenant as compared with the entire premises.

#### ARTICLE XII - EQUAL TREATMENT.

During the term of this agreement the City may grant to other individuals, firms, or corporations a privilege to conduct the same or a similar type of business on, upon, and from the Airport under substantially similar terms, conditions, and beginning rates than those applicable under this agreement. Provided, however, that the Airport shall not be required to renegotiate ground and/or facility rent at the same time with all fixed base operators on the airport nor to charge the same ground and/or facility rent for more or less desirable land or facilities, which desirability is to be determined at the sole discretion of the City.

ARTICLE XIII - SIGNS.

Tenant shall have the right to erect, maintain or display any signs or any advertising at or on the exterior parts of the premises so as to be visible from outside the premises with the prior written approval of the Commissioner of Aviation.

ARTICLE XIV - TERMINATION.

Section 14.01 By City. (a) If any one or more of the following events which shall constitute "events of default" shall occur, and not be corrected in a timely manner, City shall have the right to terminate this agreement or to terminate Tenant's tenancy hereunder:

- (i) Tenant shall fail to pay the base rental and the other fees and charges covered under this agreement in the amounts and at the times and in the manner herein provided and such failure shall continue for 15 or more days after written notice thereof shall have been given to Tenant.
- (ii) Tenant shall abandon or vacate the premises or shall permit the same to remain vacant or unoccupied without the consent of City first had and obtained;
- (iii) Tenant shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or (2) file a voluntary petition in bankruptcy or of insolvency under any federal or state bankruptcy or insolvency law, or (3) make a general assignment for the benefit of its creditors, or (4) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (5) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Tenant bankrupt or insolvent or approving a petition seeking reorganization by Tenant or appointing a receiver, trustee, or liquidator of all or a substantial part of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of 90 consecutive days; or
- (iv) Tenant shall fail to observe its obligations under this agreement and such failure shall continue for 30 days after receipt of a written notice of such default from City, or if such failure cannot be cured within 30 days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

City may give to Tenant written notice of its intention to terminate this agreement (hereinafter referred to as the termination notice) on a date specified not less than 5 days after the delivery of such notice. If Tenant shall not commence to cure of remedy the default prior to the date of termination specified in the termination notice, Tenant's leasehold interest hereunder and right to occupy the premises shall terminate on said termination date.

(b) In the event of termination, in accordance with this Section 14.01, and whether or not City exercises its rights to re-enter granted therein, all the obligations of Tenant under this agreement shall survive and shall remain in full force and effect for the full term of this

agreement, excluding extensions thereof that have not at the time of termination become fixed, and Tenant shall be liable for the same amount of damages to City as if this agreement had not terminated. City may maintain separate actions each month to recover the damages then due or at its option and at any time may sue to recover the full provable damages, less a discount, for the entire term.

(c) City upon termination and re-entry may occupy the premises or may relet the premises and shall have the right to permit any person, firm, or corporation to enter upon the premises and use the same. Such reletting may be of a part only of the premises or of all of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term of this agreement, and on terms and conditions the same as or different from those set forth in this agreement. City shall also upon termination and re-entry have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises, without affecting, altering, or diminishing the obligations of Tenant hereunder. In the event either of any reletting or any actual use and occupancy by City (the mere right to use and occupy not being sufficient however), there shall be credited to the account of Tenant against its obligations which have survived hereunder any net amount remaining after deduction from the amount actually received from any sublessee, licensee, permittee, or other occupier in connection with the use of the said premises or portion thereof during the balance of the term of this agreement, or from the market value of the occupancy of such portion of the premises as City may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by City in connection therewith. No such reletting or such use and occupancy shall be or shall be construed to be an acceptance of a surrender.

(d) The acceptance of rent by City, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of City's right to act out of any other right hereby given City, or as an election not to proceed under the provisions of this agreement.

Section 14.02 By Tenant. (a) Tenant may terminate this agreement and all of its obligations hereunder upon and after the occurrence of any of the following events and the lapse of any time hereinafter specified:

- (i) If Tenant becomes unable to conduct upon the premises its normal operations because of any rule, order, or regulation of any governmental agency having jurisdiction over the Airport, or on account of any condition of or inadequacy of maintenance of the facilities of the Airport maintained or provided by City, or upon abandonment of or substantial curtailment in operations conducted at the Airport, and such inability shall have continued for a period of at least 30 days; or
- (ii) City shall fail to perform any of its obligations under this agreement and such default shall continue for a period of 30 days after receipt of written notice thereof from Tenant.

(b) If Tenant desires to terminate this agreement pursuant to this section it shall, after an event described in subsection (a) of this section has occurred and the time therein specified lapsed, deliver to City a written notice of termination specifying a date of termination not less than 5 days after the delivery of such notice of termination. Tenant's obligations under this agreement shall cease upon such termination date, unless the event is one described in (a) (ii) of



this section and City cures such default prior to such termination date. No such termination shall relieve City of its obligations under this agreement nor affect the liability of City to Tenant for any breach of this agreement.

Section 14.03 As to Both Tenant and City. In the event that a United States governmental agency shall take over the premises or take over other facilities at the Airport with the result that City no longer operates and controls the Airport, then and in that event City and Tenant shall be released and fully discharged from any and all liability hereunder and this agreement shall thereupon terminate.

City or Tenant may, if either so elects, pursue any other remedy provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to City or Tenant is intended to be exclusive of any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

#### ARTICLE XV - SURRENDER OF POSSESSION AND REMOVAL OF PROPERTY.

Section 15.01 Surrender of Premises. Upon termination of this agreement for any reason Tenant shall surrender the premises in good condition and repair, except for reasonable wear and tear and matters which are the responsibility of City.

Section 15.02 Removal of Property. Tenant shall be entitled during the term of this agreement and for a period of 30 days after its termination for any reason to remove from the premises all of its trade fixtures, equipment, supplies, furniture, and other property; subject, however, to any valid lien City may have thereon for unpaid rent or other amounts payable by Tenant to City hereunder, and provided that Tenant shall repair all damage resulting from such removal.

#### ARTICLE XVI - FORCE MAJEURE.

Neither the City nor Tenant shall be deemed in violation of this agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

#### ARTICLE XVII - MISCELLANEOUS.

Section 17.01 Assignment and Sublease. (a) Tenant shall not, without the prior written consent of the City Council, (i) assign or convey this agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this agreement, or any mechanical lien upon Tenant's interest, involuntarily or by operation of law; or (iii) sublet the entire demised premises or any portion of the hangar complex where the subtenant leases 25% or more of the total hangar or office space or of the combined hangar and office space in any given hangar building. Any such action on the part of Tenant shall be void and of no effect. City's consent to any assignment, subletting, or transfer or City's election to accept any assignee, subtenant or transferee as the tenant hereunder and to collect rent from such assignee, subtenant or

transferee shall not release the original Tenant from any covenant or obligation under this agreement unless City expressly agrees to such release. City's consent to any assignment, subletting or transfer shall not constitute a waiver of City's right to withhold its consent to any future assignment, subletting or transfer.

(b) Tenant shall not without the prior written consent of the Commissioner of Aviation: (i) sublease a portion of the demised premises, or (ii) permit the use of the demised premises by any parties other than Tenant, its employees, and invitees.

(c) Tenant may, however, license, on a month-to-month basis, the use of desk or office space for flight crews, maintenance personnel, inspectors, and other personnel of its customers and storage space for customers with only one airplane or helicopter. A listing of these licensees must be submitted to and reviewed by the Commissioner of Aviation twice each year, on January 15th and June 15th.

Section 17.02 Notices. All notices or other written communications provided for herein shall be delivered in person, by telegram, or certified mail, return receipt requested, and shall be delivered to the parties at the following address, or such other address either party may from time to time specify to the other in writing:

To Tenant:

To City:

Commissioner of Aviation  
City of Chicago  
121 North LaSalle Street  
Room IIII - City Hall  
Chicago, Illinois 60602

All such notices or communications shall be deemed given or delivered when actually received by the party to whom directed.

Section 17.03 Commissioner of Aviation. References herein to the Commissioner of Aviation shall be deemed to refer to the Commissioner of Aviation of the City of Chicago or such other official of the City who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Aviation is required and is requested such approval shall not be unreasonably withheld.

Section 17.04 Commissioner of Public Works. References herein to the Commissioner of Public Works shall be deemed to refer to the Commissioner of Public Works of the City of Chicago or such other official of the City, who may in the future have the responsibility presently assigned to said Commissioner. Whenever under this agreement the approval of the Commissioner of Public Works is required and is requested such approval shall not be unreasonably withheld.

Section 17.05 Comptroller. References herein to the Comptroller shall be deemed to refer to the Comptroller of the City of Chicago or such other official of the City who may have the responsibility presently assigned to said Comptroller.

Section 17.06 No Waiver of Defaults. No waiver by either party hereunder of any default by the other party in the performance of any of its obligations under this agreement shall be construed to be a waiver of any other obligation or subsequent default by such other party.

Section 17.07 Separability. In the event any provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall in no way affect any other provision herein contained.

Section 17.08 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit, or prescribe the scope or intent of any provision of this agreement.

Section 17.09 Governing Law. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10 Benefit. All of the rights and obligations of each party herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of such party.

Section 17.11 Counterparts. This agreement may be executed in several counterparts each of which shall be deemed an original.

Section 17.12 Sublessors and Assigns. Subject to the terms and condition of ARTICLE I hereof, the provisions of this lease shall bind and inure to the benefit of the succesors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents, servants or employees of City or Tenant.

Section 17. 13 Industrial Revenue Bonds. City agrees that Tenant may do whatever is legally necessary to secure industrial revenue bond financing for the purpose of funding the improvements required or elected to be constructed by Tenant on the demised premises.

Section 17.14 Operating Agreement. Réferences herein to the operating Agreement refer to those portions of this agreement which govern the aviation support services to be provided by the Tenant, as distinct from those portions which refer exclusively to the land and building(s) used as the base of these service operations.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed \_\_\_\_\_ (C.J.P. pp. \_\_\_\_\_).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO  
a municipal corporation

APPROVED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner of Aviation

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

*Kim M. Megaro*  
\_\_\_\_\_  
Assistant Corporation Counsel

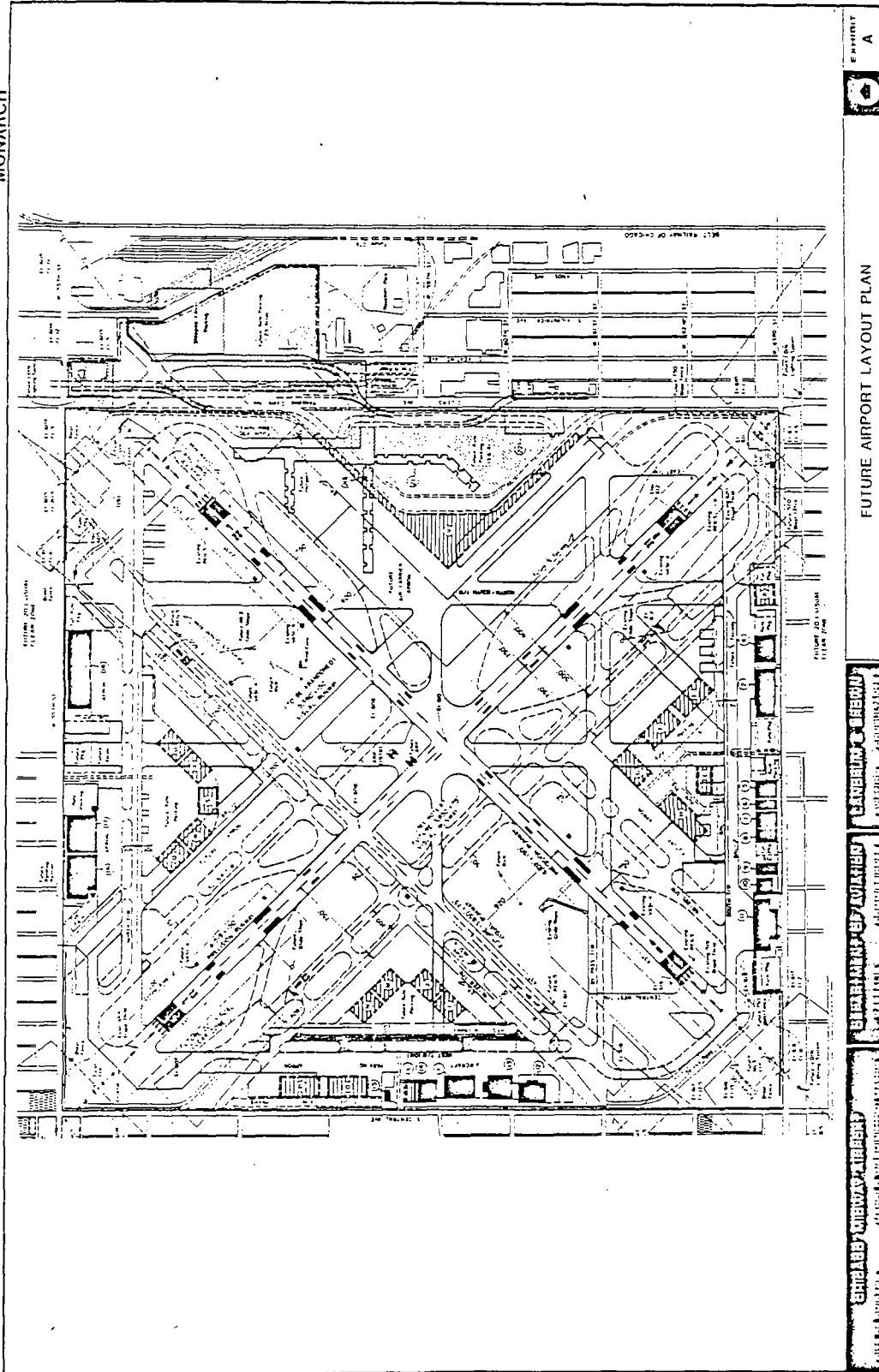
ATTEST:

MONARCH AIR SERVICE, INC.,  
an Illinois corporation

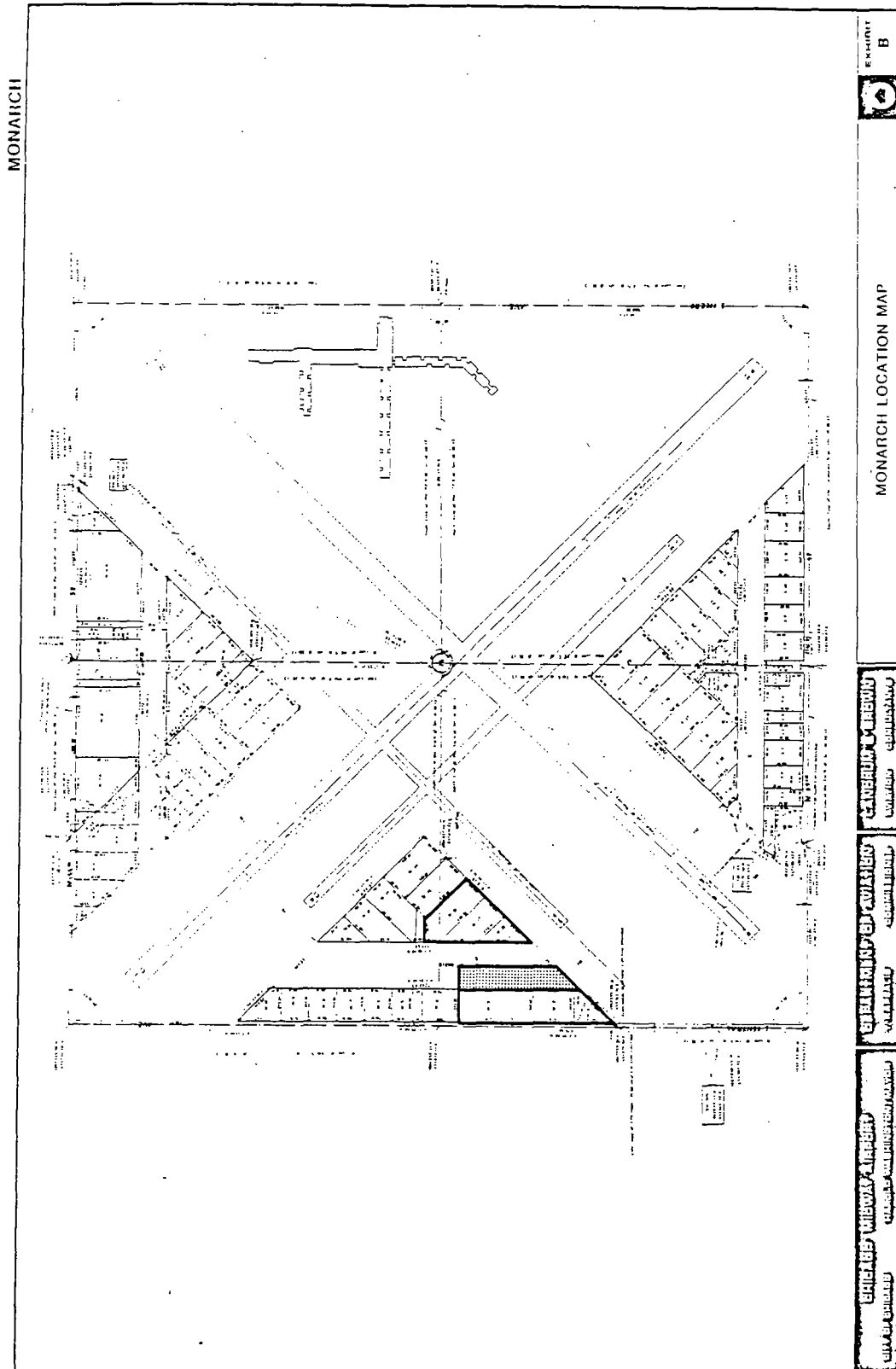
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Title

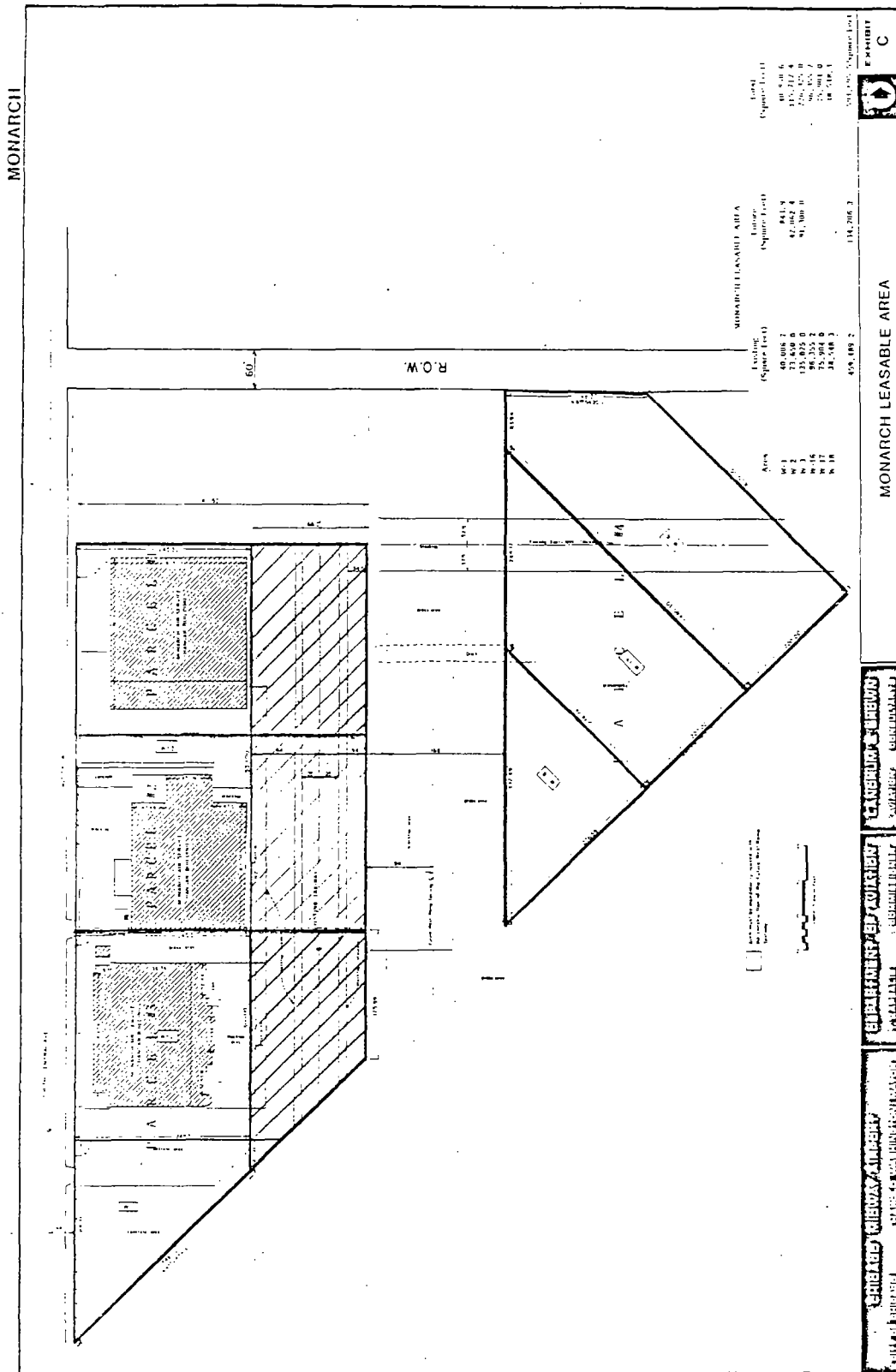
\_\_\_\_\_  
President

MONARCH



FUTURE AIRPORT LAYOUT PLAN  
 DESIGNED \_\_\_\_\_  
 CONSTRUCTED \_\_\_\_\_  
 APPROVED \_\_\_\_\_  
 REVIEWED \_\_\_\_\_  
 REVISIONS \_\_\_\_\_  
 DATE \_\_\_\_\_  
 BY \_\_\_\_\_  
 CHECKED \_\_\_\_\_





(Continued from page 5011)

The following is said order as passed:

*Ordered.* That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

*Various License Refunds.*

Department of Finance: Account No. 100.9112.934

| <i>Name and Address</i>                                                                        | <i>License No.</i>          | <i>Amount</i> |
|------------------------------------------------------------------------------------------------|-----------------------------|---------------|
| Emil Mares Pontiac, Inc.<br>2232 Blue Island Ave.<br>Chicago, Ill 60608                        | K-19440-Vehicle Repair Shop | \$ 150.00     |
| Sam Pro's Esquire Barber Shop<br>c/o Sam Provenzano<br>7157 W. Diversey<br>Chicago, Ill. 60635 | K-62025-Barber Shop         | 30.00         |
| Diane Stewart<br>952 W. Webster<br>Chicago, Ill. 60620                                         | 6223-Liquor                 | 669.00        |
| Richard M. O'Connell<br>1750 E. 55th St.<br>Chicago, Ill. 60615                                | 5016-Tobacco                | 80.00         |
| Thaddeus B. Williams<br>126 E. Cermak Road<br>Chicago, Ill. 60606                              | 12555-Tobacco               | 80.00         |

*Damage to Property and/or Vehicles.*

Department of Fire: Account No. 100.9112.934

| <i>Name and Address</i>                                                                         | <i>Date and Location</i>       | <i>Amount</i> |
|-------------------------------------------------------------------------------------------------|--------------------------------|---------------|
| Luther Price<br>9604 S. LaSalle Street<br>Chicago, Illinois 60628                               | 8-23-82<br>35th and Michigan   | \$ 925.00     |
| State Farm Ins. Co. and<br>Ella DeCristofa<br>2645 W. Addison<br>Chicago, Illinois 60618        | 1-17-83<br>Grand and Oak Aves. | 477.39        |
| State Farm Ins. Co. and<br>Pankaj Bhalakia<br>2645 W. Addison<br>Chicago, Illinois 60618        | 2-25-83<br>2204 S. Sacramento  | 367.00        |
| State Farm Ins. Co. and<br>Jim Lalezas<br>5676 S.Archer Ave.<br>Chicago, Illinois 60638         | 3-7-83<br>2402 W. 63rd St.     | 1,228.94      |
| Far Eastern Consulting and<br>Laura Sato<br>323 Franklin - Suite 804<br>Chicago, Illinois 60606 | 7-12-83<br>State and Kinzie    | 521.00        |



*Damage to Property and Vehicle.*

Department of Streets and Sanitation  
Bureau of Forestry: Account No. 100.9112.934

| <i>Name and Address</i>                                                   | <i>Date and Location</i>                               | <i>Amount</i> |
|---------------------------------------------------------------------------|--------------------------------------------------------|---------------|
| Joan Moyer<br>1218 W. Winona St.<br>Chicago, Illinois 60640               | 3-15-83<br>5035 N. Western                             | \$ 309.00     |
| Elwillie Stenson<br>9057 S. Cornell Ave.<br>Chicago, Illinois 60617       | 5-5-83<br>9057 S. Cornell Ave.                         | 35.00         |
| Joseph Lewis<br>229 N. Mason Ave.<br>Chicago, Illinois 60644              | 4-7-83<br>229 N. Mason Ave.                            | 175.00        |
| Omar Jabra<br>5138 N. Winchester Ave.<br>Chicago, Illinois 60640          | 4-14-83<br>1945 W. Foster                              | 20.00         |
| Joseph F. Bozovsky<br>4503 N. Kenneth Ave.<br>Chicago, Illinois 60630     | 10-15-82<br>4503 N. Kenneth Ave.                       | 184.28        |
| Julius Clowers<br>9056 S. East End Ave.<br>Chicago, Illinois 60617        | 4-5-83<br>9056 S. East End Ave.                        | 125.00        |
| Nancy L. Montgomery<br>1142 E. 82nd Place<br>Chicago, Illinois 60619      | 4-20-83<br>1142 E. 82nd Place                          | 65.00         |
| Robert and Joanne Quane<br>1752 N. New England<br>Chicago, Illinois 60635 | 12-7-82<br>1752 N. New England                         | 225.00        |
| Robert A. DeWilde<br>7645 W. Rascher<br>Chicago, Illinois 60656           | 3-7-83<br>7645 W. Rascher                              | 200.00        |
| Anginette Burnley<br>10140 S. Calumet Ave.<br>Chicago, Illinois 60628     | 5-12-83<br>10140 S. Calumet Ave.                       | 26.23         |
| Mary Knuska<br>6936 N. Bell Ave.<br>Chicago, Illinois 60645               | 5-7-83<br>6940 N. Bell                                 | 183.00        |
| Robert Hanschel<br>5547 S. Normandy<br>Chicago, Illinois 60638            | 6-13-83<br>5547 S. Normandy                            | 76.92         |
| Romon Perez<br>2538 W. Logan Blvd.<br>Chicago, Illinois 60647             | 5-18-83<br>2555 W. Logan Blvd.                         | 221.20        |
| Anne Greco<br>718 S. Aberdeen St.<br>Chicago, Illinois 60607              | 8-10-83<br>718 S. Aberdeen St.                         | 87.50         |
| Elsie Wessel<br>5 So. 680 Mockingbird Ct.<br>Naperville, Illinois 60540   | 8-22-83<br>2857 W. 21st St.<br>Chicago, Illinois 60623 | 125.00        |

February 15, 1984

REPORTS OF COMMITTEES

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|                                                                           |                               |           |
|---------------------------------------------------------------------------|-------------------------------|-----------|
| Bertha Davis<br>7724 S. Wood<br>P.O. Box 20811<br>Chicago, Illinois 60620 | 8-30-83<br>6112 S. Ingleside  | \$ 393.00 |
| Martin Bernstein<br>2040 N. Burling St.<br>Chicago, Illinois 60614        | 8-3-82<br>2042 N. Burling St. | 188.00    |
| Raymond J. Hansen<br>5459 N. Mason St.<br>Chicago, Illinois 60620         | 2-13-83<br>5459 N. Mason St.  | 270.00    |

*Damage to Property and/or Vehicle.*

Department of Sewers: Account No. 314.9112.934

| <i>Name and Address</i>                                        | <i>Date and Location</i>           | <i>Amount</i> |
|----------------------------------------------------------------|------------------------------------|---------------|
| Joseph Fasano<br>5121 S. Tripp Ave.<br>Chicago, Illinois 60630 | 8-9-83<br>5121 S. Tripp Ave.       | \$ 700.00     |
| Lillian Jewell<br>4700 Van Buren<br>Chicago, Ill. 60644        | 10-8-83<br>103rd and Michigan Ave. | 158.00        |
| John J. Koslowski<br>5105 S. Monitor<br>Chicago, Ill. 60638    | 10-22-83<br>Canal and Washington   | 63.00         |

*Damage to Vehicles.*

Department of Police: Account No. 100.9112.934

| <i>Name and Address</i>                                                                                | <i>Date and Location</i>        | <i>Amount</i> |
|--------------------------------------------------------------------------------------------------------|---------------------------------|---------------|
| Underwriters Adj. Co.<br>and Richard and Loretta Feldman<br>200 S. Wacker Drive<br>Chicago, Ill. 60606 | 8-4-82<br>3008 W. Montrose Ave. | \$ 504.26     |
| Menard Haskell<br>8148 S. Vernon<br>Chicago, Ill. 60619                                                | 7-9-83<br>Pound No.2            | 200.00        |

*Damage to Property.*

Department of Police: Account No. 100.9112.934

| <i>Name and Address</i>                                      | <i>Date and Location</i>      | <i>Amount</i> |
|--------------------------------------------------------------|-------------------------------|---------------|
| Porky's Inc.<br>5970 N. Ridge Ave.<br>Chicago, Ill. 60640    | 2-16-83<br>5970 N. Ridge Ave. | \$ 404.39     |
| Ann Panella<br>4521 W. 66th St.<br>Chicago, Ill. 60629       | 7-4-83<br>4521 W. 66th St.    | 86.63         |
| Lloyd S. Wallace<br>1404 S. 17th Ave.<br>Maywood, Ill. 60153 | 12-27-82<br>201 N. Pulaski    | 300.00        |

*Damage to Vehicles.*

Department of Water: Account No. 200.9112.934

| <i>Name and Address</i>                                                                            | <i>Date and Location</i>     | <i>Amount</i> |
|----------------------------------------------------------------------------------------------------|------------------------------|---------------|
| Fireman's Fund Ins. and<br>Jack F. Clifford and Assoc.<br>200 W. Monroe St.<br>Chicago, Ill. 60602 | 6-3-83<br>Ashland and Archer | \$ 869.00     |
| Joseph Jaax<br>3250 N. Plainfield<br>Chicago, Ill. 60634                                           | 4-14-83<br>3644 W. Grenshaw  | 414.00        |

*Damage to Property.*

Department of Water: Account No. 200.9112.934

| <i>Name and Address</i>                                                                 | <i>Date and Location</i>           | <i>Amount</i> |
|-----------------------------------------------------------------------------------------|------------------------------------|---------------|
| Peoples Gas, Light and Coke Co.<br>122 S. Michigan Ave.<br>Chicago, Ill. 60603          | 12-27-82<br>3126 S. Normal         | \$ 612.00     |
| Illinois Bell Tel. Co.<br>and D. H. Davis<br>225 W. Randolph St.<br>Chicago, Ill. 60606 | 6-23-81<br>2024 W. Webster Ave.    | 1,307.00      |
| George Vorrias<br>6468 N. Milwaukee Ave.<br>Chicago, Ill. 60631                         | 12-21-82<br>6468 N. Milwaukee Ave. | 550.00        |

*Damage to Property.*

Department of Streets and Sanitation: Account No. 100.9112.934

| <i>Name and Address</i>                                                                 | <i>Date and Location</i>        | <i>Amount</i> |
|-----------------------------------------------------------------------------------------|---------------------------------|---------------|
| Mr. K. Stransky<br>Stransky Funeral Home<br>5112 S. Western Ave.<br>Chicago, Ill. 60625 | 2-3-83<br>5114 S. Western       | \$ 645.00     |
| Louise Pettis<br>7211 East End Ave.<br>Chicago, Ill. 60649                              | 4-14-83<br>7211 East End Ave.   | 348.00        |
| Otis Pearce<br>11726 S. Hale Ave.<br>Chicago, Ill. 60643                                | 4-14-82<br>11726 S. Hale Ave.   | 175.00        |
| Flowers Etc. on 95th<br>2024 W. 95th<br>Chicago, Ill. 60643                             | 8-2-83<br>2024 W. 95th          | 310.00        |
| Mr. and Mrs. E. Filas<br>5440 S. Kostner Ave.<br>Chicago, Ill. 60632                    | 11-5-82<br>5440 S. Kostner Ave. | 25.00         |

*Damage to Vehicles.*Department of Streets and Sanitation:  
Account No. 100.9112.934

| <i>Name and Address</i>                                                                  | <i>Date and Location</i>                        | <i>Amount</i> |
|------------------------------------------------------------------------------------------|-------------------------------------------------|---------------|
| Jennetha Lewis<br>810 W. Grace St.<br>Chicago, Ill. 60613                                | 12-28-82<br>Addison and Ashland<br>intersection | \$ 200.00     |
| Western States Ins. Co. &<br>Gratian Ganz<br>414 W. Stephens St.<br>Freeport, Ill. 61032 | 3-26-82<br>corner of 9th and Pulaski            | 511.71        |
| Willie C. Thompson<br>6724 S. Morgan St.<br>Chicago, Ill. 60621                          | 11-30-82<br>Ashland and North Aves.             | 181.00        |
| Gregory Bowerman<br>500 W. Central Rd.<br>Mt. Prospect, Ill. 60056                       | 11-1-82<br>875 N. Rush St.                      | 255.80        |
| Jay Colker<br>4129 N. Pulaski<br>Chicago, Ill. 60641                                     | 1-17-83<br>Ravenswood and Devon                 | 400.00        |
| Allstate Ins. Co. and J.W.<br>Moore<br>P.O. Box 127<br>Skokie, Ill. 60076                | 4-11-83<br>9506-08 S. Jeffery Ave.              | 349.81        |
| Allstate Ins. Co. and Susan Cutler<br>P.O. Box 127<br>Skokie, Ill. 60076                 | 2-24-83<br>Fullerton and Greenview              | 216.13        |
| Allstate Ins. Co. and Marvin Lorig<br>P.O. Box 127<br>Skokie, Ill. 60077                 | 5-14-83<br>625 W. Deming Place                  | 944.15        |
| Tracey Slaughter<br>10454 S. Forest<br>Chicago, Ill. 60628                               | 5-24-83<br>71st Pl. and Racine Ave.             | 600.00        |
| Jerome Harris<br>920 N. Lockwood Ave.<br>Chicago, Ill. 60651                             | 7-12-83<br>4300 W. Washington Blvd.             | 700.00        |
| State Farm Ins. Co. and Miguel Ochoa<br>5676 S. Archer Ave.<br>Chicago, Ill. 60638       | 11-23-82<br>4300 W. Peterson                    | 307.87        |
| Allstate Ins. Co. and James Hall<br>2555 N. Central Ave.<br>Chicago, Ill. 60639          | 7-6-83<br>2351 W. Grace St.                     | 358.98        |
| Rosalind Lewis<br>3506 Birchwood Dr.<br>Hazel Crest, Ill. 60429                          | 8-3-83<br>City Parking Facility No. 8           | 369.00        |
| Shahran F. Aazami<br>1057 W. Thorndale<br>Chicago, Ill. 60660                            | 6-29-83<br>4217 W. Devon                        | 379.55        |
| Frank Szynal<br>2315 N. Leavitt St.<br>Chicago, Ill. 60647                               | 8-26-83                                         | 225.00        |
| Gerianne Spagnoli<br>2816 W. 100th St.<br>Chicago, Ill. 60642                            | 9-10-83<br>10316 S. Talman                      | 412.00        |

|                                                                                               |                                                             |           |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------|
| Economy Fire and Casualty and<br>Claudette Gater<br>500 Economy Court<br>Freeport, Ill. 61032 | 5-30-83<br>5800 S. Cornell ,                                | \$ 869.74 |
| Shari A. Smith<br>8631 S. Loomis<br>Chicago, Ill. 60620                                       | 2-4-83<br>120 N. LaSalle St.<br>Garage                      | 195.00    |
| Walter J. Mrozinski<br>507 Ash Court<br>Schaumburg, Ill. 60193                                | 9-30-83<br>Pound No. 9                                      | 286.00    |
| Wesley K. Knoils, Jr.<br>6017 S. Harper - 2W<br>Chicago, Ill. 60637                           | 10-6-83                                                     | 545.00    |
| Erwin A. France<br>1 N. LaSalle St.<br>Chicago, Ill. 60602                                    | 9-23-83<br>Parking Lot No. 8                                | 340.00    |
| Terrance Donovan<br>1919 W. Farragut<br>Chicago, Ill. 60640                                   | 10-8-83<br>5739 N. Ravenswood                               | 375.00    |
| Delores Quinn<br>1024 W. Catalpa<br>Chicago, Ill. 60640                                       | 2-2-83<br>Division and Throop Sts.                          | 130.00    |
| Dennis M. Offermann<br>1821 Clement St.<br>Joliet, Ill. 60435                                 | 10-14-83<br>31st and Robinson                               | 300.00    |
| Daniel Johnson<br>551 W. Cortez<br>Chicago, Ill. 60651                                        | 10-19-83<br>LaSalle and Madison Garage                      | 232.00    |
| Stephen G. Hurst<br>4950 N. Marine Drive, No. 1403<br>Chicago, Ill. 60640                     | 10-22-83<br>N.E. corner of N.<br>Clarendon and Lakeside Pl. | 89.00     |
| James Sublett<br>2900 S. Emerald Ave.<br>Chicago, Ill. 60616                                  | 10-13-83<br>14th St. and Canal                              | 41.00     |
| Rev. Basil A. Foley<br>6454 S. Rhodes<br>Chicago, Ill. 60637                                  | 10-5-83<br>Station No. 8                                    | 206.00    |
| Cyrus Yonan Jr.<br>780 Dearborn St.<br>Chicago, Ill. 60603                                    | 10-13-83<br>LaSalle Street Garage                           | 640.00    |
| Ruth Hambrick<br>251 W. 115th St.<br>Chicago, Ill. 60628                                      | 10-22-83<br>115th and State St.                             | 100.00    |
| Marguerite Gonzalez<br>1836 S. May St.<br>Chicago, Ill. 60608                                 | 10-24-83<br>2000 W. 18th St.                                | 76.00     |
| Farmers Ins. Group and<br>Jeanine Phillips<br>4201 Euclid<br>Rolling Meadows, Ill. 60008      | 9-8-83<br>Lot No. 8                                         | 498.01    |

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## REPORTS OF COMMITTEES

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|                                                                                  |                                                 |          |
|----------------------------------------------------------------------------------|-------------------------------------------------|----------|
| Jimmie Bolden<br>7945 S. Michigan<br>Chicago, Ill. 60619                         | 10-24-83<br>62 E. 79th St.                      | \$ 86.00 |
| Mitchell Winthrop<br>7708 Maple St.<br>Morton Grove, Ill. 60053                  | 11-24-82<br>E. corner on Devon and<br>McCormick | 45.00    |
| Roberta L. Samotny<br>134 N. LaSalle St., Apt. 306<br>Chicago, Ill. 60602        | 10-24-83<br>Parking Facility No. 8              | 115.00   |
| Ira Kaplan<br>111 E. Chestnut<br>Chicago, Ill. 60610                             | 11-4-83<br>elevator No. 3 bay II                | 91.00    |
| Sidney Hochberg<br>13201 Windward Trail<br>Orland Park, Ill. 60462               | 8-11-83<br>Midway Airport Parking Lot           | 65.00    |
| Ernest Burgin<br>9248 S. Winchester<br>Chicago, Ill. 60620                       | 11-3-83<br>8421 S. Kerfoot                      | 40.85    |
| Allstate Ins. Co. and Michael<br>D. Angelo<br>P.O. Box 127<br>Skokie, Ill. 60077 | 8-14-83<br>Canal and Stewart on<br>28th St.     | 180.43   |
| John A. Tardi<br>6418 N. LaMai Ave.<br>Chicago, Ill. 60646                       | 10-28-83<br>Peoria St. near Grand               | 73.97    |
| John M. Hardin<br>912 Harlem Ave.<br>Glenview, Ill. 60025                        | 10-11-83<br>Parking Facility No. 1              | 351.00   |
| Homer Ashby<br>5219 S. Dorchester<br>Chicago, Ill. 60615                         | 9-23-83<br>Parking Facility No. 1               | 208.45   |
| Chester Figlerowicz<br>5728 W. 63rd Pl.<br>Chicago, Ill. 60638                   | 2-15-83<br>Parking Garage No. 8                 | 305.00   |

and

*Be It Further Ordered,* That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935:

| <i>Name and Address</i>                                        | <i>Location</i>         | <i>Amount</i> |
|----------------------------------------------------------------|-------------------------|---------------|
| Mr. D.K. Cohen<br>6701 N. Campbell Ave.<br>Chicago, Ill. 60645 | 6701 N. Campbell Ave.   | \$ 268.05     |
| Ms. Laura Kale<br>5855 N. Sheridan Rd.<br>Chicago, Ill. 60660  | 1746 W. Division St.    | 121.11        |
| Mr. Hal Freeman<br>7340 S. Western Ave.<br>Chicago, Ill. 60636 | 7300-58 S. Western Ave. | 239.49        |

|                                                                                                          |                                       |           |
|----------------------------------------------------------------------------------------------------------|---------------------------------------|-----------|
| Acorn on Oak<br>116 E. Oak St.<br>Chicago, Ill. 60611                                                    | 8231 S. Cicero Ave.<br>(Can-Bro Inc.) | \$ 115.60 |
| Mr. Jaha Ghoulch<br>c/o Mr. William S. Metcalf, Attorney<br>2545 W. Peterson Ave.<br>Chicago, Ill. 60659 | 5418-20 S. Albany Av.                 | 300.00    |
| Mr. John Taylor<br>10713 S. Michigan Ave.<br>Chicago, Ill. 60628                                         | 10713 S. Michigan                     | 96.03     |
| Mr. Albert L. Welch<br>926 E. 42nd Pl.<br>Chicago, Ill. 60653                                            | 926 E. 42nd Pl.                       | 136.24    |
| Mr. Pattison Batchelor<br>6156 N. Kilbourn Ave.<br>Chicago, Ill. 60646                                   | 4608 N. Kasson Ave.                   | 400.00    |
| Mr. William Nelson<br>6314 N. Spokane Ave.<br>Chicago, Ill. 60646                                        | 6314 N. Spokane Ave.                  | 193.10    |
| Mr. Israel Roman<br>1624 W. LeMoyne Ave.<br>Chicago, Ill. 60622                                          | 1624 W. LeMoyne Ave.                  | 200.67    |
| Mr. Michael DeGuilio<br>2133 N. Monitor Ave.<br>Chicago, Ill. 60639                                      | 2133 N. Monitor Ave.                  | 105.84    |
| Mr. Walter Hogan<br>3203 W. Lake St.<br>Chicago, Ill. 60624                                              | 3203 W. Lake St.                      | 182.29    |
| Mr. Lincoln Swope<br>5236 W. Jackson Blvd.<br>Chicago, Ill. 60644                                        | 5007 W. Jackson Blvd.                 | 365.56    |
| Mr. Peter Zador<br>1214 N. Damen Ave.<br>Chicago, Ill. 60622                                             | 1461 W. Fry St.                       | 400.00    |
| Mr. Alfonso Waters<br>900 N. Lorel Ave.<br>Chicago, Ill. 60651                                           | 3847 W. Monroe St.                    | 176.94    |
| Mr. Mike Vest<br>3400 W. Barry Ave.<br>Chicago, Ill. 60618                                               | 3554 W. Belmont Ave.                  | 264.87    |
| Mr. Charles A. Johnson<br>5412 W. Congress Parkway<br>Chicago, Ill. 60644                                | 5412 W. Congress Parkway              | 174.95    |
| Mr. William Demos<br>2536 W. Eastwood Ave.<br>Chicago, Ill. 60625                                        | 3649 W. Agatite Ave.                  | 400.00    |
| Mr. Cleatis Boyd<br>14701 S. Blackstone Ave.<br>Colton, Ill. 60419                                       | 7647 S. Exchange Ave.                 | 140.89    |

|                                                                         |                         |           |
|-------------------------------------------------------------------------|-------------------------|-----------|
| Mr. Dominick Gagliano<br>3938 N. Plainfield Ave.<br>Chicago, Ill. 60634 | 2731-33 N. Austin Blvd. | \$ 400.00 |
| Mr. Jose Cortez<br>3336 W. 66th St.<br>Chicago, Ill. 60629              | 3336 W. 66th St.        | 71.64     |
| Dewar Mfg. Co.<br>3535 N. Milwaukee Ave.<br>Chicago, Ill. 60641         | 3535 N. Milwaukee Ave.  | 400.00    |
| Ms. Mary Dorosh<br>879 N. Paulina St.<br>Chicago, Ill. 60622            | 879 N. Paulina St.      | 158.20    |
| Dover Management Corp.<br>469 Fifth Avenue<br>New York, New York 10017  | 3405-65 S. California   | 400.00    |
| Mr. Ivanka Christova<br>2451 N. Campbell Ave.<br>Chicago, Ill. 60647    | 2847-49 W. Palmer St.   | 275.69    |
| Ms. Bonnie Broneage<br>1117 N. Ashland Ave.<br>Chicago, Ill. 60622      | 1539 W. Haddon Ave.     | 177.05    |
| Mr. Roscoe Billings<br>11701 S. Peoria St.<br>Chicago, Ill. 60643       | 11701 S. Peoria St.     | 394.07    |
| Mr. Noble Owens<br>32 N. Mason Ave.<br>Chicago, Ill. 60644              | 32 N. Mason Ave.        | 160.24    |
| Mr. Davis Wright<br>5003 S. Shields Ave.<br>Chicago, Ill. 60609         | 5003 S. Shields Ave.    | 400.00    |
| Ms. Elnora Willis<br>334-36 E. 115th St.<br>Chicago, Ill. 60628         | 334-36 E. 115th St.     | 400.00    |
| Mr. Hector Luis Rios<br>3340 N. Claremont Ave.<br>Chicago, Ill. 60618   | 3340 N. Claremont Ave.  | 202.06    |
| Mr. Cruz T. Gutierrez<br>815 N. Winchester Ave.<br>Chicago, Ill. 60622  | 815 N. Winchester Ave.  | 400.00    |
| Mr. Jose Ramirez<br>1921 S. Loomis St.<br>Chicago, Ill. 60608           | 1921 S. Loomis St.      | 400.00    |
| Mr. Andrew Pollina<br>5759 W. Dakin St.<br>Chicago, Ill. 60634          | 5759 W. Dakin St.       | 84.18     |
| Mr. Joseph Pranic<br>2006 W. Walton St.<br>Chicago, Ill. 60622          | 1659 W. Huron St.       | 400.00    |



|                                                                    |                           |          |
|--------------------------------------------------------------------|---------------------------|----------|
| Mr. Frank R. Palm<br>5708 N. Talman Ave.<br>Chicago, Ill. 60659    | 2646 N. Marshfield Ave.   | \$ 82.58 |
| Mr. Johnny Lewis<br>7356 S. Harvard Ave.<br>Chicago, Ill. 60621    | 7356-58 S. Harvard Ave.   | 226.70   |
| Mr. Pedro Estrada<br>8426 S. Burley Ave.<br>Chicago, Ill. 60617    | 8426 S. Burley Ave.       | 151.96   |
| Mr. Peter Spomar<br>1027 Wisconsin<br>Glenwood, Ill. 60425         | 301 E. 75th St.           | 400.00   |
| Mr. John Psychogios<br>718 Greenleaf<br>Wilmette, Ill. 60091       | 1055-69 W. Thorndale Ave. | 119.74   |
| Mr. Benito Najera<br>8337 S. Buffalo Ave.<br>Chicago, Ill. 60617   | 8431 S. Buffalo Ave.      | 120.04   |
| Ms. Rima Harr<br>1548 N. Honore St.<br>Chicago, Ill. 60622         | 1548 N. Honore St.        | 90.75    |
| Mr. Wiley B. Wilson<br>614 N. Troy St.<br>Chicago, Ill. 60612      | 614 N. Troy St.           | 66.98    |
| Mr. Fred White<br>P.O. Box 09158<br>Chicago, Ill. 60609            | 6926 S. Prairie Ave.      | 191.50   |
| Mr. Rigoberto A. Montes<br>1305 W. Ohio St.<br>Chicago, Ill. 60622 | 1303 W. Ohio St.          | 179.12   |
| Ms. Maria Granada<br>2619 N. Kimball Ave.<br>Chicago, Ill. 60647   | 2619 N. Kimball Ave.      | 400.00   |
| Dr. Jack A. Decker<br>2400 N. Lakeview Ave.<br>Chicago, Ill. 60614 | 1114 W. 62nd St.          | 337.88   |
| Dr. Jack A. Decker<br>2400 N. Lakeview Ave.<br>Chicago, Ill. 60614 | 1014 W. 61st St.          | 242.78   |
| Mr. Theodore Brake<br>1630 W. Julian St.<br>Chicago, Ill. 60622    | 1630 W. Julian St.        | 88.98    |
| Mr. S.H. Allen<br>4206-08 S. Calumet Ave.<br>Chicago, Ill. 60653   | 4206-08 S. Calumet Ave.   | 78.69    |
| Mr. Issa Sweis<br>5713 W. Belmont Ave.<br>Chicago, Ill. 60634      | 5709-13 W. Belmont Ave.   | 79.23    |

|                                                                         |                           |           |
|-------------------------------------------------------------------------|---------------------------|-----------|
| Israel God's Church<br>3741-43 W. 18th St.<br>Chicago, Ill. 60623       | 3741 W. 18th St.          | \$ 160.12 |
| Mr. Ben Franklin<br>3033 W. Fifth Ave.<br>Chicago, Ill. 60612           | 3045 W. Fifth Ave.        | 400.00    |
| Mr. Jesse Diaz<br>8718 S. Commercial Ave.<br>Chicago, Ill. 60617        | 8619 S. Baltimore Ave.    | 400.00    |
| Mr. J.C. Zachara<br>1545 W. Augusta Blvd.<br>Chicago, Ill. 60622        | 1545 W. Augusta Blvd.     | 233.27    |
| Mr. V. Rapala<br>4615 S. Harding Ave.<br>Chicago, Ill. 60632            | 4615 S. Harding Ave.      | 130.86    |
| Mr. Ted Tolwinski<br>2301 N. Lockwood Ave.<br>Chicago, Ill. 60639       | 2301 N. Lockwood Ave.     | 125.83    |
| Mr. Antonio Navarro<br>909 N. Francisco Ave.<br>Chicago, Illinois 60622 | 2740 W. Augusta Blvd.     | 136.59    |
| Mr. Thomas Maksym<br>5247 S. Wolcott Ave.<br>Chicago, Ill. 60609        | 5247 S. Wolcott Ave.      | 215.50    |
| Mr. Albert Leverett<br>1214 W. 72nd Pl.<br>Chicago, Ill. 60636          | 1225 W. 72nd St.          | 240.55    |
| Mr. Claudia Hawkins<br>3344 W. Fulton St.<br>Chicago, Ill. 60624        | 3329 W. Walnut St.        | 400.00    |
| Ms. Bertha Clayborn<br>6724 S. St. Lawrence Ave.<br>Chicago, Ill. 60637 | 6724 S. St. Lawrence Ave. | 366.38    |
| Mr. Leaner Bowman<br>1328 S. Homan Ave.<br>Chicago, Ill. 60623          | 1328 S. Homan Ave.        | 273.41    |
| New West Associates, Inc.<br>1430 W. Taylor St.<br>Chicago, Ill. 60607  | 817 S. Bishop St.         | 400.00    |
| Mr. Jerome Wilson<br>3134 W. Fulton Ave.<br>Chicago, Ill. 60612         | 3134 W. Fulton Ave.       | 303.46    |
| Grand Properties<br>480 Central Ave.<br>Northfield, Ill. 60093          | 2800 W. Chicago Ave.      | 240.44    |
| Mr. Gregory Barber<br>31 E. 118th Pl.<br>Chicago, Ill. 60628            | 31 E. 118th Pl.           | 386.72    |

|                                                                       |                        |           |
|-----------------------------------------------------------------------|------------------------|-----------|
| Mr. Frank M. Austin<br>8531 S. Marshfield Ave.<br>Chicago, Ill. 60630 | 8620-24 S. Racine Ave. | \$ 225.30 |
|-----------------------------------------------------------------------|------------------------|-----------|

and

*Be It Further Ordered*, That the Commissioner of Water is authorized to refund, the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

*Refunds on Water Leaks.*

Department of Water: Account No. 200.8220.935

| <i>Name and Address</i>                                                                                             | <i>Location</i>           | <i>Amount</i> |
|---------------------------------------------------------------------------------------------------------------------|---------------------------|---------------|
| K.T.W. Enterprises<br>c/o Mr. Martin James Jordan, Atty.,<br>5875 N. Lincoln Ave., Suite 142<br>Chicago, Ill. 60659 | 11253-57 S. Michigan Ave. | \$ 400.00     |
| Mr. Homer Ashby<br>5219 S. Dorchester Ave.<br>Chicago, Ill. 60615                                                   | 5219 S. Dorchester Ave.   | 25.76         |
| Ms. Lillian Anderson<br>c/o Mrs. Jeanette Lundquist<br>3138 W. Wabansia Ave.<br>Chicago, Ill. 60647                 | 1700 N. Troy St.          | 224.61        |
| Mr. Franco Cassatn<br>10017 W. Ivanhoe<br>Schiller Park, Ill. 60176                                                 | 6011 W. Irving Park Road  | 124.76        |
| Mr. Steve Marcus<br>950 Skokie Blvd.<br>Northbrook, Ill. 60062                                                      | 544 W. Menomonee St.      | 127.85        |
| Mr. Fred Mazzoni<br>6545 N. Oconto Ave.<br>Chicago, Ill. 60631                                                      | 5419-25 W. Belmont Av.    | 56.10         |
| Mr. Domingo Montezuma<br>3429 W. Le Moyne St.<br>Chicago, Ill. 60651                                                | 3429 W. Le Moyne St.      | 74.42         |
| Mr. Joseph Wojack<br>7449 S. Rockwell St.<br>Chicago, Ill. 60629                                                    | 7449 S. Rockwell St.      | 57.19         |
| Ms. Pearl Worthy<br>6658 S. Wabash Ave.<br>Chicago, Ill. 60637                                                      | 6748-58 S. May St.        | 165.54        |
| Ms. Ethel Pinckney<br>1710 W. Warren Blvd.<br>Chicago, Ill. 60612                                                   | 1710 W. Warren Blvd.      | 122.40        |
| Walgreen's Distribution Office<br>P.O. Box 66597<br>O'Hare, Ill. 60660                                              | 1500-22 W. Fullerton Ave. | 92.80         |

*Refunds on Water Leaks*

Department of Water: Account No. 200.8220.935

February 15, 1984

## REPORTS OF COMMITTEES

5053

| <i>Name and Address</i>                                                   | <i>Location</i>           | <i>Amount</i> |
|---------------------------------------------------------------------------|---------------------------|---------------|
| Mr. W. Cholewczynski<br>4543 W. 64th St.<br>Chicago, Ill. 60629           | 5405-07 S. Maplewood Ave. | \$ 150.25     |
| Mr. John Phillips, Jr.<br>1519 S. Springfield Ave.<br>Chicago, Ill. 60623 | 1519 S. Springfield Ave.  | 26.77         |
| Mr. Frances Obrochta<br>2222 W. Grand Ave.<br>Chicago, Ill. 60612         | 1811 W. Erie St.          | 400.00        |
| Martin Eric, Inc.<br>1157 N. Dearborn St.<br>Chicago, Ill. 60610          | 1157 N. Dearborn St.      | 247.38        |
| Mr. Everett Sullivan<br>2524 E. 75th St.<br>Chicago, Ill. 60649           | 2524-28 E. 75th St.       | 212.74        |
| Mr. Cesar Kaftanski<br>901-03 N. Damen Ave.<br>Chicago, Ill. 60622        | 901-03 N. Damen Ave.      | 81.62         |
| Mr. W. Biegaj<br>2037 W. Cortez St.<br>Chicago, Ill. 60622                | 2037 W. Cortez St.        | 72.06         |
| Mr. Willie Branch, Jr.<br>4907 W. Fulton Ave.<br>Chicago, Ill. 60644      | 4907 W. Fulton Ave.       | 249.98        |
| Mr. Leroy Wade<br>1122 S. Whipple Ave.<br>Chicago, Ill. 60612             | 3422 W. Roosevelt Rd.     | 296.94        |
| Mr. Robert Linear<br>5006 W. Quincy St.<br>Chicago, Ill. 60644            | 1847 S. Komensky Ave.     | 122.82        |
| Mr. Jesus Cortez<br>5432 S. Winchester Ave.<br>Chicago, Ill. 60609        | 5432 S. Winchester Ave.   | 89.02         |
| Mr. Calvin T. Bomer<br>9142 S. Ada St.<br>Chicago, Ill. 60620             | 1321 W. 91st St.          | 400.00        |
| Mr. Jose Moreno<br>2518 S. Millard Ave.<br>Chicago, Ill. 60623            | 2518 S. Millard Ave.      | 132.51        |

*Refunds on Water Leaks.*

Department of Water: Account No. 200.8220.935

| <i>Name and Address</i>                                              | <i>Location</i>     | <i>Amount</i> |
|----------------------------------------------------------------------|---------------------|---------------|
| Mr. Charles Jakinowich<br>5109 W. Altgeld St.<br>Chicago, Ill. 60639 | 5109 W. Altgeld St. | \$ 53.85      |

|                                                                          |                       |          |
|--------------------------------------------------------------------------|-----------------------|----------|
| Mr. W. Tibbens<br>2990 S. Archer Ave.<br>Chicago, Ill. 60608             | 701-05 S. Kedzie Ave. | \$ 43.71 |
| Mr. Peter S. Siavelis<br>1807 N. New England Ave.<br>Chicago, Ill. 60635 | 6800-08 W. North Ave. | 140.86   |
| Ms. Anne E. Shereshovech<br>1000 N. Wood St.<br>Chicago, Ill. 60622      | 1000 N. Wood St.      | 102.65   |
| Rev. E. Roberts<br>7755 S. Halsted St.<br>Chicago, Illinois 60620        | 7755 S. Halsted St.   | 103.68   |
| Mr. Rafael Martinez<br>2834 W. Diversey<br>Chicago, Ill. 60647           | 2834 W. Diversey Ave. | 279.17   |

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**Authority Granted to Delete Specified Page in Council  
Journal of December 22, 1983.**

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith:

*Ordered*, That the order passed by the City Council on December 22, 1983, (C.J.P. p.4239) granting authority to issue four vouchers in full settlement of claims for damage to property be deleted as the entire order is repeated on page 4242 of said Journal.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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***Do Not Pass*--SUNDRY CLAIMS FOR PAYMENT OF  
DAMAGE TO VEHICLES, ETC.**

The Committee on Finance submitted the following report:

CHICAGO, February 6, 1984.

*To the President and Members of the City Council:*

Your Committee on Claims and Liabilities to which was referred June 27, 1982 and subsequently, sundry claims as follows:

*Compensation for Various Refunds on Vehicles, Property - Personal  
Injuries and Refunds*

|                     |                      |
|---------------------|----------------------|
| (June 27, 1982)     | William Roberts      |
| (May 25, 1982)      | Rich or Fred Dibbern |
| (January 3, 1983)   | Mr. John Drain       |
| (February 28, 1982) | Carroll H. Robinson  |
| (July 1, 1982)      | Florine Allen        |

(November 21, 1982)  
(March 11, 1983)  
(January 5, 1983)

(March 24, 1983)  
(December 14, 1982)

(December 13, 1982)  
(March 28, 1983)  
(May 7, 1983)  
(November 12, 1982)  
(May 26, 1983)

(June 27, 1983)  
(February 25, 1983)  
(August 31, 1981)  
(June 2, 1983)  
(February 16, 1982)

(June 30, 1983)  
(February 22, 1983)  
(June 7, 1983)  
(June 1, 1983)  
(July 12, 1983)

(July 12, 1983)  
(January 11, 1983)

(June 14, 1983)  
(July 11, 1983)  
(July 19, 1983)

(April 26, 1983)  
(July 18, 1983)  
(August 26, 1983)  
(June 21, 1983)  
(July 16, 1981)

(May 7, 1983)  
(May 24, 1983)  
(August 31, 1983)  
(August 31, 1983)  
(August 31, 1983)

(May 23, 1983)  
(August 31, 1983)  
(March 16, 1983)  
(September 6, 1983)  
(July 19, 1983)

(March 12, 1983)  
(August 12, 1983)  
(September 11, 1983)  
(June 14, 1983)  
(October 16, 1982)

(April 12, 1983)  
(September 9, 1983)  
(September 22, 1983)  
(October 5, 1983)  
(September 20, 1983)

Lunenia Denwoody  
Dudley A. Emmons  
Credit General Ins. Co. and First National Bank  
of Cicero  
Elmo Hayes  
General Accident Fire and Life Ins. Co. and Eulogio  
Garcia

Illinois Bell Tel. Co.  
Steve and Julie Kwasniak  
Fred and Mary Jones  
Colonial Penn Ins. Co. and Ben Wolgarth  
Rickey Lee Gary

John P. Ashe  
Elizabeth Falamone  
City Auto Parts and Sales  
D. Roppel  
Irene Rogers

James O'Toole  
Mr. D. Eannarino  
Louis and Michael DeVitto  
Carter Ware  
Marie Ogorek

Herbert and Beatrice Delaney, Jr.  
CNA Insurance Companies and Mutual Scrap Metal  
Co.  
Globe Glass and Mirror Co.  
George Sanders  
J. C. Fields

Susan Ann Koslowski  
Logan Square Currency Exchange  
Frank Gulick  
State Farm Ins. Co. and Terry Constantino  
Illinois Bell Telephone Co.

CNA Ins. Co. and Harry Harmon  
Allstate Ins. and Elijah Holmes  
Jose Ramirez  
Nash Realty Co., c/o Bob Brooks  
Leaner Bowman

Vincent Jobson  
Benito Najera  
1411 State Parkway Condominium Association  
Ronald Lovelady  
Ida Massat

Ruth J. Mingela  
John A. Schroeder  
Cynthia Kay Brown  
Anna M. Staffeldt  
Marie K. Ranos

Agnes Reed  
Frances Kritulobich  
Frederick L. Titus  
Evvie L. Swansey  
Jamie Moreno

(September 27, 1983)  
 (September 23, 1983)  
 (August 2, 1983)  
 (August 9, 1983)  
 (June 28, 1983)

Robert Gray  
 Emil P. Caliendo  
 Vida Baronaitis  
 Angeline Bottazzi Ricci  
 George C. Culver

(October 16, 1983)  
 (August 7, 1983)  
 (July 19, 1983)  
 (October 15, 1983)  
 October 14, 1983)

Ruey Lockridge  
 Mary E. Hardmon  
 Montgomery Ward Ins. and Jimmie Frazier  
 Leon C. Harris  
 Dolores B. Hammond

(October 14, 1983)  
 (October 13, 1983)  
 (October 6, 1983)  
 (September 8, 1983)  
 (July 15, 1982)

Ali Mansour Hamedani  
 Joseph Gallant  
 Food Ingredients Inc.  
 Edward C. Feldpausch  
 Economy Fire & Casualty Co. and Raymond Rogers

(August 17, 1983)  
 (October 20, 1983)  
 (December 6, 1983)  
 (October 15, 1982)  
 (October 9, 1983)

John F. and Leslye Brimer  
 Ines Lugo  
 Aetna Life & Casualty Co. and Bodins, Inc.  
 Josephine Lombardo  
 Iris E. Harvey

(June 18, 1983)

American Fire & Casualty and Pathum  
 Mamniparnratna  
 Josephine D. Wagner  
 Jonna Borum  
 Michael V. Valenti  
 Prudential Property & Cas. Ins. Co. and Donald  
 Steckhan

(August 13, 1983)  
 (October 3, 1983)  
 (October 21, 1983)  
 (May 9, 1983)

(August 18, 1983)  
 (July 18, 1983)  
 (October 25, 1983)  
 (May 10, 1983)  
 (June 1, 1982-83)

Nathan W. Pitzele  
 Doralia P. Coleman  
 Yvonne Longenecker  
 Angenette Burnley  
 Franklin and Iola Burchett

(October 18, 1983)  
 (September 23, 1983)  
 (October 18, 1983)  
 (August 23, 1983)  
 (July 8, 1983)

Gordon S. Tunis  
 Edward A. Pedziwiatr  
 Carl Kovnat  
 Economy Fire & Cas. Co. and Elmer Pucci  
 State Farm Ins. and Martin M. Martinez and Martha  
 Marquez

(November 16, 1983)  
 (August 25, 1980)

Kenneth A. Rollins  
 Lawrence J. Butter and Abraham Leo Sacks, as  
 successor co-trustees of the Oscar Gutter Trust  
 under the Last Will and Testament of Oscar Gutter  
 Almeta D. Steemer  
 James Lewis  
 Florence Davis

(July 21, 1983)  
 (August 7, 1983)  
 (July 18, 1983)

(November 10, 1983)  
 (October 23, 1983)  
 (October 22, 1983)  
 (November 10, 1983)  
 (October 19, 1983)

Helen M. Bowman  
 Allstate Ins. Co. and Lazaros Ftikas  
 Richard A. Wilson  
 Kenneth E. Chambers  
 Deborah V. Cattoni

(October 27, 1983)  
 (December 6, 1983)  
 (November 19, 1983)  
 (September 16, 1983)  
 (April 6, 1983)

Teresa Abington  
 Alfred Simmons  
 Vaughn R. Stastny  
 Allstate Ins. Co. and Ken LaRoe  
 State Farm Ins. Co. and Robert Baker

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,  
(Signed) JOSEPH S. KOTLARZ,  
Chairman.

On motion of Alderman Kotlarz the committee's recommendations were *Concurred In*, by yeas and nays as follows:

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

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#### COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

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##### Bids Rejected and City Comptroller Authorized to Re-Advertise for Sale Parcels of City-Owned Property at Nos. 110-120 N. LaSalle St., No. 320 N. LaSalle St. and Nos. 533-537 N. St. Clair St.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Comptroller pass the following proposed substitute ordinance transmitted therewith to reject bids for City-owned property at Nos. 110-120 N. LaSalle Street, No. 320 N. LaSalle Street and Nos. 533-537 N. St. Clair Street.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--42.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said substitute ordinance as passed:

WHEREAS, The City Council of the City of Chicago by Ordinance adopted on the 17th day of August, 1983, at pages 1637-39 of the Journal of Proceedings, authorized the advertisement for sale of the City-owned parking garage sites commonly known as follows:

110-120 North LaSalle Street

320 North LaSalle Street

533-537 North St. Clair Street

and



WHEREAS, Pursuant to the advertisement for sale of these properties, bids were deposited with the City Comptroller and opened at the regular meeting of the City Council of the City of Chicago on November 9, 1983; and

WHEREAS, The Land Acquisition and Disposition Committee of the City Council has duly reviewed each bid, together with appraisal data and determined that the best interest of the City of Chicago requires the rejection of all bids; now, therefore,

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

SECTION 1. The City of Chicago hereby rejects the bids to purchase the aforesaid described sites legally described as follows:

(Commonly known as 110-120 North LaSalle Street)

Lots 1, 2 and 11 in the Assessor's Subdivision of Lots 7 and 8 and the East 1/2 of Lot 6 in Block 40 of Original Town of Chicago, in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, (except that part of said Lots 1 and 2 taken by the City of Chicago for widening of LaSalle Street), in Cook County, Illinois,

also,

That portion of Lots 7 and 8 in Block 40 in the Original Town of Chicago aforesaid described as follows: commencing at a point in the East line of said Lot 8, 64.33 feet South of the Northeast corner thereof; thence West on a line paralleled with the North line of said Lot 8, 110 feet; thence South 20 feet 8 inches; thence East 110 feet to the East line of said Lot 8; thence North on the East line of said Lot 8 to the place of beginning (except that part taken by the City of Chicago for the widening of LaSalle Street), in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(Commonly known as 320 North LaSalle Street)

Lot 1 (except the East 20 feet thereof, conveyed to the City of Chicago, for the widening of North LaSalle Street); all of Lot 2 and the East 79 feet 1.5 inches of Lot 3, in Block 4, in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

also,

That piece of parcel of land, lying South of and adjacent to Lots 1 and 2 and the East 79 feet 1.5 inches of Lot 3, as said Lots are shown on the plat of the Original Town of Chicago, recorded May 29, 1837, in Book "H" of Plats, Page 298 and South of the North line of Old North Water Street, as located on said plat, West of the West line of the East 20 feet of Lot 1, extended South, to the North dock line of the Chicago River, said line being the West line of North LaSalle Street, as widened; East of a line drawn 79 feet 1.5 inches West of and parallel with the East line of said Lot 3, extended, and North of the dock line on the North side of the Chicago River, in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

also,

Lot 3 and East 6 feet of Lot 4 (except that part of said lots taken and used for West Carroll Avenue), in the subdivision of Lot 6; all in Block 4, in the Canal Trustees' Subdivision of Lots in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County,

also,

Air rights 26 feet above track level located in that portion of New North Water Street now called West Carroll Avenue as platted, described as the area beginning from the Northeast point of Lot 1 (except that East 20 feet thereof, conveyed to the City of Chicago, for the widening of North LaSalle Street), thence proceeding West for a distance of 223.59 feet, thence proceeding North for a distance of 80 feet, thence proceeding East from a distance of 223.59

feet, thence proceeding South for a distance of 80 feet to the point of beginning, in Block 4 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

(Commonly known as 533-537 North St. Clair St./200-218 East Grand Avenue)

The West 216-1/3 feet of the South 109 feet of Block 20 in Kinzie's Addition to Chicago in North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The City Clerk of the City of Chicago is authorized to refund the deposit checks received in response to the advertisement for proposal of sale of City-owned parking garage sites to each bidder.

SECTION 3. The City Comptroller is authorized to readvertise for sale the parking garage sites legally described as follows:

(Commonly known as 110-120 North LaSalle Street)

Lots 1, 2, and 11 in the Assessor's Subdivision of Lots 7 and 8 and the East 1/2 of Lot 6 in Block 40 of Original Town of Chicago, in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Meridian, (except that part of said Lots 1 and 2 taken by the City of Chicago for widening of LaSalle Street), in Cook, Illinois,

also,

That portion of Lots 7 and 8 in Block 40 in the Original Town of Chicago aforesaid described as follows: commencing at a point in the East line of said Lot 8, 64.33 feet South of the Northeast corner thereof; thence West on a line paralleled with the North line of said Lot 8, 110 feet; thence South 20 feet 8 inches; thence East 110 feet to the East line of said Lot 8; thence North on the East line of said Lot 8 to the place of beginning (except that part taken by the City of Chicago for the widening of LaSalle Street), in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(Commonly known as 320 North LaSalle Street)

Lot 1 (except the East 20 feet thereof, conveyed to the City of Chicago, for the widening of North LaSalle Street); all of Lot 2 and the East 79 feet 1.5 inches of Lot 3, in Block 4, in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

also,

That piece of parcel of land, lying South of and adjacent to Lots 1 and 2 and the East 79 feet 1.5 inches of Lot 3, as said Lots are shown on the plat of the Original Town of Chicago, recorded May 29, 1837, in Book "H" of Plats, Page 298 and South of the North line of Old North Water Street, as located on said plat, West of the West line of the East 20 feet of Lot 1, extended South, to the North dock line of the Chicago River, said line being the West line of North LaSalle Street, as widened; East of a line drawn 79 feet 1.5 inches West of and parallel with the East line of said Lot 3, extended, and North of the dock line on the North side of the Chicago River, in the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

also,

Lot 3 and East 6 feet of Lot 4 (except that part of said lots taken and used for West Carroll Avenue), in the subdivision of Lot 6; all in Block 4, in the Canal Trustees' Subdivision of Lots in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

also,

Air rights 26 feet above track level located above that part of the Original 18-foot public alley (now falling in the center of Carroll Avenue) as shown on the plat of the Original Town of Chicago, which lies North of and adjoining Lot 1 (except the East 20 feet thereof), all of Lot 2 and the East 79 feet 1.5 inches of Lot 3 in Block 4 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(Commonly known as 533-537 North St. Clair Street/200-218 East Grand Avenue)

The West 216-1/3 feet of the South 109 feet of Block 20 in Kinzie's Addition to Chicago in North 1/2 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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

**Acceptance of Bids for Purchase of Board of Education  
Property at Sundry Locations.**

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass four proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of Board of Education properties at sundry locations.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*No. 8101 S. LaSalle Street*  
(Hookway Elementary School).

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Monument of Faith Evangelistic Church, an Illinois Corporation, c/o Rev. Richard D. Henton, 7359 S. Chappel Avenue, Chicago, Illinois 60649, in the amount of \$225,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

|                                   |            |
|-----------------------------------|------------|
| Appraisal Associates Incorporated | \$ 320,000 |
| September 7, 1983                 |            |
| Stephen Rich, M.A.I., S.R.P.A.    | \$ 237,000 |
| July 26, 1982;                    |            |

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Monument of Faith Evangelistic Church to purchase vacant school building and land described as follows, to-wit:

Lots 1 to 40, and vacated alleys, in Block 1 of McIntosh Brothers LaSalle Street Subdivision in the East half of Section 33, Township 38, Range 14 East of the Third Principal Meridian in Cook County, Illinois,

which property has a frontage of 598.13 feet on S. LaSalle Street, a frontage of 598.35 feet on S. Perry Avenue, a frontage 264.62 feet on W. 81st Street, and 264.66 feet on W. 82nd Street, containing an area of approximately 159,318 square feet/3.63 acres, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder, Monument of Faith Evangelistic Church, to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

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

*Nos. 2801 - 2851 W. 19th St.*

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Franciscan Sisters Health Care Corporation, c/o McCarthy & Toomey, 111 West Washington, Chicago, Illinois 60602, in the amount of \$112,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

|                                                |            |
|------------------------------------------------|------------|
| William A. McCann, M.A.I.<br>September 1, 1983 | \$ 112,000 |
| John F. Clark<br>March 17, 1982;               | \$ 136,000 |

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Franciscan Sisters Health Care Corporation to purchase vacant school building and land described as follows, to-wit:

Lots 8 to 20 inclusive in Block 6 in Levi P. Morton's Subdivision of the South East quarter of the South West quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, (except the right of way of the Chicago, Burlington and Quincy Railroad) in Cook County, Illinois,

which property has a frontage of 509.5 feet on W. 19th Street, and the depth varies from 34.4 feet to 150 feet abutting the Railroad. It contains approximately 50,645 square feet and is improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder, Franciscan Sisters Health Care Corporation, to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

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

—  
*Nos. 5801-5827 N. Ottawa Av./Nos. 7616-7624  
W. Ardmore Av.*

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership recommended to the City Council that the following bid from Western Financial Corporation, 5345 W. Lawrence Avenue, Chicago, Illinois 60630, in the amount of \$281,000, be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

|                                            |            |
|--------------------------------------------|------------|
| John J. Lydon, M.A.I.<br>January 2, 1982   | \$ 165,000 |
| John F. Enright, M.A.I.<br>August 24, 1983 | \$ 188,000 |

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Western Financial Corporation to purchase vacant school land described as follows, to-wit:

Lots 38, 39, 42, 43, 46 and 47 in Eckhoff's Garden Home Subdivision of the East 5.30 Chains of the South West quarter of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, lying North of the center line of Higgins Road,

which vacant property has a frontage of 297.27 feet on N. Ottawa Avenue, and a frontage of 131.90 feet on W. Ardmore Avenue, containing an area of approximately 39,210 square feet and is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder, Western Financial Corporation, to the City Comptroller, who is authorized to deliver said deed to

the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposits of the unsuccessful bidders, Aaby Builders, Inc., David J. Cahill, Inc., Thomas G. Fleming, Cahill Builders, Inc., Mid-America Construction, Midway Bank and Trust -Trust No. 83-12-4295, Salvatore M. Chereso, Stanley Kalinowski and Sam Zitella, Joseph Kaminski, and Theodore Machnicki.

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

—  
*No. 6918 W. Strong Street  
(Perkins Elementary School)*

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Cragin Service Corporation, an Illinois Corporation, 5200 W. Fullerton Avenue, Chicago, Illinois 60639, in the amount of \$851,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

|                                                       |            |
|-------------------------------------------------------|------------|
| Appraisal Associates Incorporated<br>August 25, 1983  | \$ 380,000 |
| Stephen Rich, M.A.I., S.R.P.A.<br>September 12, 1983, | \$ 747,000 |

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Cragin Service Corporation to purchase vacant school building and land described as follows, to-wit:

Lots 45 to 59, both inclusive, and Lots 74 to 88, both inclusive, in Big Oaks Subdivision in the South half of Section 7, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 593.42 feet on N. Sayre Avenue, a frontage of 593.68 feet on N. Newland Avenue, a frontage 262.0 feet on W. Strong Street, and 262.26 feet on W. Argyle Street, containing an area of approximately 155,664 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder, Cragin Service Corporation, to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposit of the unsuccessful bidder, Cahill Builders Inc.

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

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**Acceptance of Bids for Purchase of City-Owned  
Property at Sundry Locations.**

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass two proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*No. 2823 W. Monroe St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Eldon L. Ham, 39 S. LaSalle, Street, Chicago, Illinois 60603 to purchase for the sum of \$1,351.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 1, 1980, pages 4371/72 described as follows:

Lot 39 in T.D. Lowther's Subdivision of Block 2 in Thomas D. Lowther's Subdivision of that part of the East half of the Northeast quarter of the Northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2833 W. Monroe Street, Permanent Tax No. 16-13-109-010).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,351.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

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*No. 2842 S. Wallace St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Montgomery and Macy Moy, his wife, 452 W. 27th Street, Chicago, Illinois 60616 to purchase for the sum of \$7,850.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed July 15, 1982, page 11599 described as follows:

Lot 18 in Block 1 in T. S. Dobin's Subdivision of South 3/4 of the East half of the West half of the Southwest quarter of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2842 S. Wallace Street, Permanent Tax No. 17-28-312-042).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$785.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

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**City Comptroller Authorized to Advertise for Sale Parcels  
of City-Owned Property at Sundry Locations.**

The Committee on Land Acquisition and Disposition submitted twenty-three proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned property at sundry locations.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--42.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*No. 3151 S. Canal St.*

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

SECTION 1. The City Comptroller 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 26 in Block 1 in Albert Crane's Subdivision of the North half of Block 5 in Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3151 S. Canal Street, Permanent Tax No. 17-33-107-019.)

Subject to 1975 and 1976 general real estate taxes of record and to general taxes after delivery of quitclaim deed.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 1221-1223 N. California Av./Nos. 2741-2743 W. Crystal Av.*

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

SECTION 1. The City Comptroller 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 17 and 18 in Block 7 in Humboldt Park Residence Association Subdivision of the Southwest 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 1221-1223 N. California Avenue/2741-2743 W. Crystal Avenue, Permanent Tax Nos. 16-01-230-001 and 036.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1983 and subsequent years.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 8904 S. Cottage Grove Av.*

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

SECTION 1. The City Comptroller 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 21 in Block 19 in Dauphin Park Addition being a subdivision of the East half of the Northeast quarter of Section 3, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 8904 S. Cottage Grove Avenue, Permanent Tax No. 25-03-219-034.)

Such property is to be subject to 1975 and partial 1976 general taxes of record and to general taxes after delivery of quitclaim deed.

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 City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4330 S. Emerald Av.*

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

SECTION 1. The City Comptroller 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 13 in Block 2 in Faucett's Subdivision, being the West 10 acres of the North half of the North half of the West half of the Southwest quarter and the West 5 acres of the North half of the West half of the South half of the North half of the Southwest quarter of the West quarter of the Southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4330 S. Emerald Avenue, Permanent Tax No. 20-04-300-028.)

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 City Comptroller who is authorized to prepare such bidding forms.

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

*No. 2837 W. Flournoy St.*

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

SECTION 1. The City Comptroller 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 3 in Block 7 in Subdivision of Blocks 2 and 7 in G. W. Clarke's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2837 W. Flournoy Street, Permanent Tax No. 16-13-307-010.)

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 City Comptroller who is authorized to prepare such bidding forms.

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

*Nos. 2547-2549 S. Hillock Av.*

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

SECTION 1. The City Comptroller 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 7 and 8 in Maher's Subdivision of Lots 1 and 4 in Block 22 in Canal Trustee's Subdivision

of Blocks in South fractional half of the West half of the Northeast quarter of Section 29, Township 39 North, Range 14, East to the Third Principal Meridian, in Cook County, Illinois (commonly known as 2547-2549 S. Hillock Avenue, Permanent Tax No. 17-29-402-036.)

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 2752-2754 W. Jackson Blvd.*

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

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

Lot 11 and 12 in R.B. McCalley's Subdivision of Lots 2 and 3 in Block 2 in Rockwell's Addition to Chicago of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2752-2754 W. Jackson Boulevard, Permanent Tax Nos. 16-13--212-025 and 024.)

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 738 S. Karlov Av.*

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

SECTION 1. The City Comptroller 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 19 in Block 3 in Munson's Addition to Chicago, being a Subdivision (except the Northeast 1 Acre thereof) of 26 acres lying next South of and Adjoining the Center of the Barry Point Road in the East half of the Southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 738 S. Karlov Avenue, Permanent Tax No. 16-15-411-037.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1983 and subsequent years.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 1224-1236 W. Kinzie St.*

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

SECTION 1. The City Comptroller 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 15 to 19, both inclusive, in Block 1 in Hambleton's Subdivision of Lot "E" in Circuit Court Partition of the Northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1224-1236 West Kinzie Street, Permanent Tax Nos. 17-08-141-004 and 005.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1983 and subsequent years.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 6244 S. Laflin Av.*

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

SECTION 1. The City Comptroller 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 18 in Theodore P. Short's Subdivision of the East half of the Southwest quarter of Section quarter of the Southwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6244 S. Laflin Avenue, Permanent Tax No. 20-17-326-035.)

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 713-715 N. Lawndale Av.*

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

SECTION 1. The City Comptroller 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 20 and 21 in Harry Koplan's Subdivision of Block 2 in Morton's Subdivision of the East half of the Northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Meridian, in Cook County, Illinois (commonly known as 713-715 N. Lawndale Avenue, Permanent Tax No. 16-11-106-009.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1983 and subsequent years.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 725-727 N. Lawndale Av.*

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

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

Lots 24 and 25 in Harry Kaplan's Subdivision of Block 2 in W. J. Morton's Subdivision of the East half of the Northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 725-727 N. Lawndale Avenue, Permanent Tax No. 16-11-106-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1983 and subsequent years.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 1174 N. Milwaukee Av.*

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

SECTION 1. The City Comptroller 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 12 in Block 1 in Page Brothers' Subdivision of Block 15 and the Northwesterly half of Block 18 in Canal Trustees Subdivision in the West half of Section 5, Township 39 North, Range

14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1174 N. Milwaukee Avenue, Permanent Tax Nos. 17-05-300-018 and 019).

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 5933 S. Parnell Av.*

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

SECTION 1. The City Comptroller 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 39 in Block 3 in Wright Embree Ayres' Subdivision of out Lot or Block 33 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5933 S. Parnell Avenue, Permanent Tax No. 20-16-304-014).

Such property is to be subject to 1972 and 1973 general taxes of record and to general taxes after delivery of quitclaim deed and, also, subject to all other building and zoning ordinances, easements, restrictions, and covenants of record if any.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 2002 S. Throop St.*

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

SECTION 1. The City Comptroller 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 50 in Williams Subdivision of Block 10 in Johnston and Lee's Subdivision of the Southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2002 S. Throop Street, Permanent Tax No. 17-20-324-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1983 and subsequent years.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 1939-1941 W. Wabansia Av.*

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

SECTION 1. The City Comptroller 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 13 and the West 8 feet of Lot 12 and also Lot 14 in Smith's Subdivision of Block 36 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1939-1941 W. Wabansia Avenue, Permanent Tax Nos. 14-31-424-022 and 021).

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 1543 W. Walton St.*

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

SECTION 1. The City Comptroller 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 14 in the South half of Block 21 in the Canal Trustees' Subdivision in the West half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1543 W. Walton Street, Permanent Tax No. 17-05-319-012).

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 1718 W. Wellington Av.*

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

SECTION 1. The City Comptroller 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 41 in Block 2 in Sachsel's Addition to Chicago a Subdivision of the West half of the South half of the Northeast quarter of the Northeast quarter of that part of the South half of the Northwest quarter lying East of the Railroad of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1718 W. Wellington Avenue, Permanent Tax No. 14-30-215-040).

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 2904 S. Wentworth Av.*

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

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

The land referred to in this commitment is described as follows: Lot 3 and Lot 4 (except the South 23 feet 8-1/8 inches of said Lot 4) in Hodge's Subdivision of Block 8 in Sherman & Other's Subdivision of the East half of the West half of the Southeast quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2904 S. Wentworth Avenue, Permanent Tax No. 17-28-427-023.)

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 2916 S. Wentworth Av.*

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

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

Lot 7 in Block 8 in Sherman & Other's Subdivision of the East half of the West half of the Southeast quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2916 S. Wentworth Avenue, Permanent Tax No. 17-28-427-026.)

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 3006 S. Wentworth Av.*

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

SECTION 1. The City Comptroller 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 3 (except the South 8 inches thereof) in Block 9 in Hodge's Subdivision of Blocks 2, 8 and part of Blocks 1 and 9 of F.C. Sherman and Others Subdivision of the East half of the West half of the Southeast quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3006 S. Wentworth Avenue, Permanent Tax No. 17-28-436-017.)

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 1003-1005 W. 31st St.*

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

SECTION 1. The City Comptroller 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 2 and 3 in Block 1 in Wilder's Subdivision of Blocks 1 and 4 of Assessor's Division, being the West half of the Northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1003-1005 West 31st Street, Permanent Tax Nos. 17-32-202-012 and 103.)

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 City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 1500-1508 W. 59th St.

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

SECTION 1. The City Comptroller 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 12 in Block 6 in Snowdon's Subdivision of the Southwest quarter of the Northwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1500-1508 West 59th Street, Permanent Tax No. 20-17-125-033.)

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*Action Deferred*--ON PROPOSED ORDINANCE GRANTING AUTHORITY  
TO ADVERTISE FOR SALE PARCEL OF CITY-OWNED PROPERTY  
LOCATED AT 4454-4456 S. OAKENWALD AV.

The Committee on Land Acquisition and Disposition submitted the following report which was, on motion of Alderman Evans and Alderman Banks, *Deferred* and ordered published:

CHICAGO, February 15, 1984.

*To the President and Members of the City Council:*

Your Committee on Land Acquisition and Disposition to which was referred a communication from the office of the City Comptroller granting the authority to advertise for sale City-owned property located at 4454-4456 S. Oakenwald Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

*Section 1.* The City Comptroller 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 44 in Kenwood, said Kenwood being a Subdivision of Lots 3 and 4 and part of Lot 2 in Lyman's Subdivision of that part of the Southeast fractional quarter lying West of the Illinois Central Railroad of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4454-4456 S. Oakenwald Avenue, Permanent Tax No. 20-02-404-042.)

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*Action Deferred*--ON PROPOSED ORDINANCE GRANTING AUTHORITY  
TO ADVERTISE FOR SALE PARCEL OF CITY-OWNED PROPERTY  
AT 1228 E. 46th ST.

The Committee on Land Acquisition and Disposition submitted the following report which was, on motion of Alderman Evans and Alderman Banks, *Deferred* and ordered published:

CHICAGO, February 15, 1984.

*To the President and Members of the City Council:*

Your Committee on Land Acquisition and Disposition to which was referred a communication from the office of the City Comptroller granting the authority to advertise for sale City-owned property located at 1228 E. 46th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

*Section 1.* The City Comptroller 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 3 in J. S. Thomas' Subdivision of Lots 21 and 22 in Henry F. Farber's Woodlawn and Lake Avenue, Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1228 E. 46th Street, Permanent Tax No. 20-02-402-019).

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 City Comptroller who is authorized to prepare such bidding forms.

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

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*Action Deferred*--ON PROPOSED ORDINANCE GRANTING AUTHORITY  
TO ADVERTISE FOR SALE PARCEL OF CITY-OWNED PROPERTY  
AT 4601 S. VINCENNES AV.

The Committee on Land Acquisition and Disposition submitted the following report which was, on motion of Alderman Evans and Alderman Banks, *Deferred* and ordered published:

CHICAGO, February 15, 1984.

*To the President and Members of the City Council:*

Your Committee on Land Acquisition and Disposition to which was referred a communication from the office of the City Comptroller granting the authority to advertise for sale City-owned property located at 4601 S. Vincennes Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

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

The North 15 feet of Lot 22 and all of Lot 23 in Charles F. Brown's Subdivision of Lot 8 in Whitcomb and Warrens 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 4601 S. Vincennes Avenue, Permanent Tax No. 20-03-423-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1983 and subsequent years.

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 City Comptroller who is authorized to prepare such bidding forms.

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

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#### COMMITTEE ON POLICE AND FIRE.

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#### Chapter 12, Section 12-55 of Municipal Code Amended Concerning Duties of Director of Bureau of Emergency Preparedness and Disaster.

The Committee on Police and Fire submitted the following report:

CHICAGO, February 15, 1984.

*To the President and Members of the City Council:*

Your Committee on Police and Fire, having under consideration a proposed ordinance (which was referred on January 20, 1984) from the Honorable Mayor Harold Washington at the request of the Fire Commissioner amending Chapter 12, Section 12-55 of the Municipal Code of the City of Chicago. This ordinance designates the Director of the Bureau of Emergency Preparedness and Disaster as the Coordinator in carrying out the requirements of the Illinois Emergency Services

and Disaster Agency Act of 1975, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee who were present, with no abstaining vote.

Respectfully submitted,  
(Signed) MICHAEL F. SHEAHAN,  
*Chairman.*

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*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 the City of Chicago, Section 12-55, is hereby amended by the addition of the language in italics and the deletion of the language bracketed, as follows:

12-55. There is hereby established the Bureau of Emergency Preparedness and Disaster Services. The bureau's functions, which shall be supervised by the Director of the Bureau of Emergency Preparedness and Disaster, shall be to prevent, minimize, repair and alleviate injury or damage resulting from disaster caused by enemy attack, sabotage or other hostile action, or from natural or manmade disaster or by fire, flood, earthquake or other natural causes. *The Director of the Bureau of Emergency Preparedness and Disaster shall also serve as the coordinator in carrying out the requirements of the Illinois Emergency Services and Disaster Agency Act of 1975.* The operational aspects of the said bureau shall be under the direction of the Fire Commissioner. [All planning and coordination for the said bureau shall be performed in conjunction with the Department of Public Safety.]

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

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#### COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

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##### Chapter 27, Section 27-308 of Municipal Code Amended to Allow Location Transfer of Handicapped Parking Signs.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance referred to the committee on November 14, 1983):

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

SECTION 1. That Section 27-308 of the Municipal Code of Chicago is hereby amended by redesignating paragraphs (b) and (c) thereunder to be known, respectively, as (c) and (d), and by inserting in its proper sequence a new paragraph (b), to read in italics as follows:

27-308.

*(b) Whenever the owner of a specifically designated vehicle which displays a handicapped parking identification placard issued by the City of Chicago changes his legal residence within the City, the Commissioner of Streets and Sanitation is hereby authorized to move any sign erected in accordance with paragraph*

*paragraph (a) above to the new location of such legal residence.*

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

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

#### **Weight Limitations Established on Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances referred to the committee on October 31, 1983):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

| <i>Public Way</i>   | <i>Limits and Maximum Load</i>                              |
|---------------------|-------------------------------------------------------------|
| N. Clarendon Avenue | Between W. Montrose Avenue and W. Irving Park Road--5 tons; |
| W. Windsor Avenue   | Between N. Sheridan Road and N. Clarendon Avenue--5 tons.   |

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

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

#### **Loading Zones Established and Amended on Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to loading zones.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*Loading Zones Established.*

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

| <i>Public Way</i>                        | <i>Distance and Hours</i>                                                                                                                                |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| South 1/2 portion of W. Blackhawk Street | Between N. Paulina Street and N. Ashland Avenue;                                                                                                         |
| W. Dickens Avenue (ss)                   | From a point 20 feet east of the extended east property line of N. Monitor Avenue to a point 40 feet east thereof--7 A.M. to 5 P.M.--Monday thru Friday; |
| W. Locust Street (ws)                    | From a point 180 feet west of N. Wells Street to a point 25 feet west thereof--8 A.M. to 6 P.M.--Monday thru Friday;                                     |
| W. North Avenue                          | No. 1001 (at loading dock)--at all times;                                                                                                                |
| W. Ontario Street (ns)                   | From a point 165 feet east of N. Franklin Street to a point 43 feet east thereof;                                                                        |
| N. Pulaski Road (es)                     | From a point 20 feet north of W. Dickens Avenue to a point 25 feet north thereof--8 A.M. to 8 P.M.--Monday thru Saturday;                                |
| N. Sheridan Road (es)                    | From a point 20 feet north of W. Carmen Avenue to a point 63 feet north thereof;                                                                         |
| W. Walton Street (ss)                    | From a point 125 feet west of N. Franklin Street to a point 25 feet west thereof--8 A.M. to 6 P.M.--Monday thru Saturday;                                |
| W. Wellington Avenue (ss)                | From a point 200 feet west of Southport Avenue to a point 40 feet west thereof--handicapped loading zone;                                                |
| W. 23rd Street (ss)                      | From a point 30 feet east of S. Central Park Avenue to a point 50 feet east thereof--for public benefit.                                                 |

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

*Loading Zones Amended.**Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Amend ordinance passed 12-8-82, page 13966 of the Journal, Parking Prohibited At All Times - Handicapped Loading Zone, S. Avenue M, east side from a point 86 feet north of E. 114th Street, to a point 8 feet north thereof (11351 S. Avenue M) by striking "86 feet" and inserting in lieu thereof "74 feet"; by striking "8 feet" and inserting in lieu thereof "25 feet" and by striking "Handicapped Loading Zone" and inserting in lieu thereof "Handicapped Parking Permit No. 724".

SECTION 2. That an ordinance passed by the City Council on June 28, 1983, printed on page 292 of the Journal of the Proceedings of said date, establishing loading zones at sundry locations, be and the same is hereby amended by striking therefrom, the following:

|                          |                                                                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| E. 55th St. (south side) | From a point 20 feet east of S. Hyde Park Boulevard to a point 25 feet east thereof<br>- 10 A.M. to 7 P.M., Monday thru Saturday. |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------|

SECTION 3. Amend ordinance passed 9-18-52, page 3103, which reads 30 feet in front of 2412-2416 W. 69th St. by striking "30 feet" and inserting in lieu thereof "80 feet in front of 2412-2422 W. Lithuanian Plaza Court - 8 A.M. to 6 P.M., Monday thru Saturday."

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

**Vehicular-Traffic Movements Restricted and Amended  
on Portions of Sundry Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to vehicular-traffic movements.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*Vehicular-Traffic Movements Restricted.*

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

*Public Way**Limits and Direction*

N. Newland Avenue

From W. Foster Avenue to W. Gunnison Street  
-- southerly;



Pope John Paul II Drive

From S. Western Avenue to S. Archer Avenue  
-- westerly.

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

---

*Vehicular-Traffic Movements Amended.*

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

SECTION 1. That an ordinance passed by the City Council on September 15, 1971, printed on page 1121 of the Journal of the Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

E. 85th Street from S. Burley Avenue to S. Green Bay Avenue -- westerly.

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

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**Parking Limitations Established on Portion of N. Neva Av.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith as a substitute for a proposed ordinance referred to the committee on September 28, 1983:

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

*Public Way*

N. Neva Avenue (east side)

*Limits and Time*

From W. Higgins Avenue to the 1st alley  
north thereof--1 hour--9 A.M. to 10 P.M.-  
-Monday thru Saturday.

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

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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**Parking Meter Zones Established and Amended on  
Portions of Designated Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances and order previously referred to the committee) in reference to parking meters.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone-46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*Parking Meters Established.*

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish parking meter areas as follows:

| <i>Street</i>                    | <i>Limits</i>                                                                                                                             |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| S. Claremont Avenue (both sides) | From W. 95th Street to the first alley south thereof--extension of meter area No. 266--two hours--8 A.M. to 6 P.M.--Monday thru Saturday; |
| S. Oakley Avenue (both sides)    | From W. 95th Street to the first alley south thereof--extension of meter area No. 266--two hours--8 A.M. to 6 P.M.--Monday thru Saturday. |

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

*Parking Meters Amended.*

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

SECTION 1. That an ordinance heretofore passed by the City Council for parking meters at 222 W. Ontario Street--No. 241-1033 and No. 241-1034, be and the same is hereby repealed.

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

**Parking Prohibitions Established and Amended on Portions  
of Sundry Streets.**

The Committee on Traffic Control and Safety submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to parking of vehicles.

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*Prohibition Against Parking of Vehicles at All Times.*

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

| <i>Public Way</i>                  | <i>Area</i>                                                                                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| W. Ainslie Street (south side)     | From a point 90 feet east of N. Lawndale Avenue to a point 25 feet east thereof--3649 W. Ainslie Street--Permit No. 729;                                   |
| S. Campbell Avenue (east side)     | From a point 290 feet south of W. 51st Street to a point 25 feet south thereof--5131 S. Campbell Avenue--Permit No. 713;                                   |
| S. Campbell Avenue (east side)     | From a point 180 feet south of W. 70th Street to a point 25 feet south thereof--7019 S. Campbell Avenue--Permit No. 719;                                   |
| S. Central Park Avenue (east side) | From a point 348 feet south of W. Ogden Avenue to a point 25 feet south thereof--2105 S. Central Park Avenue--Permit No. 726;                              |
| S. Cornell Avenue                  | E. Hyde Park Boulevard (N.W. corner -driveway entrance) of the Standard Oil Station on E. Hyde Park Boulevard 5 feet east thereof and 5 feet west thereof; |
| W. Coyle Avenue (south side)       | From a point 280 feet east of N. Campbell Avenue to a point 25 feet east thereof--2429 W. Coyle Avenue--Permit No. 718;                                    |
| S. Hamlin Avenue (west side)       | From a point 340 feet south of W. 16th Street to a point 25 feet south thereof--1632 S. Hamlin Avenue--Permit No. 720;                                     |
| W. Higgins Road (south side)       | From a point 700 feet west of N. Octavia Avenue to a point 300 feet west thereof;                                                                          |
| W. Irving Park Road (north side)   | From N. Kilbourn Avenue to a point 60 feet east thereof;                                                                                                   |
| N. Keystone Avenue (west side)     | From a point 20 feet north of W. Ainslie Street to a point 20 feet north thereof--4900 N. Keystone Avenue--Permit No. 728;                                 |
| N. Kilbourn Avenue (east side)     | From a point 20 feet south of W. Kentucky Avenue to a point 25 feet south thereof--4925 N. Kilbourn Avenue--Permit No. 723;                                |

|                                  |                                                                                                                               |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| S. Millard Avenue (east side)    | From a point 240 feet south of W. 30th Street to a point 25 feet south thereof--3029 S. Millard Avenue--Permit No. 727;       |
| S. Oak Park Avenue (both sides)  | From W. 64th Place to W. 65th Street--Monday thru Friday;                                                                     |
| N. Overhill Avenue (both sides)  | From W. Touhy Avenue to a point 90 feet south thereof;                                                                        |
| S. Peoria Street                 | At No. 6722 (at driveway);                                                                                                    |
| N. Richmond Street (west side)   | From a point 95 feet south of W. Montrose Avenue to a point 120 feet south thereof;                                           |
| N. Rutherford Avenue (west side) | From a point 115 feet north of Wrightwood Avenue to a point 25 feet north thereof--2614 N. Rutherford Avenue--Permit No. 722; |
| W. Schiller Street (south side)  | From a point 20 feet west of N. Dearborn Street to a point 25 feet west thereof;                                              |
| W. Strong Street (north side)    | From a point 90 feet east of N. Lamon Avenue to a point 25 feet east thereof--4838 W. Strong Street--Permit No. 714;          |
| N. Washtenaw Avenue (east side)  | From a point 30 feet south of W. Granville Avenue to a point 25 feet south thereof--6155 N. Washtenaw Avenue--Permit No. 725; |
| S. Western Avenue (both sides)   | Between W. 26th Street and W. 31st Street--Trucks Only;                                                                       |
| S. Wolcott Avenue (east side)    | From a point 151 feet south of W. 64th Street to a point 25 feet south thereof--6417 S. Wolcott Avenue--Permit No. 717;       |
| E. 88th Place (north side)       | From a point 52 feet west of S. Langley Avenue to a point 25 feet west thereof--650 E. 88th Place--Permit No. 721.            |

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

*Amend Prohibition Against Parking of Vehicles at all Times.*

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

SECTION 1. W. Albion Avenue (south side) from a point 95 feet east of N. Ravenswood Avenue to a point 25 feet east thereof (1759 W. Albion Avenue); "Parking Prohibited At All Times" except handicapped parking Permit No. 588. Also: Repeal ordinance passed 6-28-83, page 303 of the Journal - "Parking Prohibited At All Times" except handicapped N. Glenwood Avenue (west side) at 5200 North--handicapped Parking Permit No. 588;

SECTION 2. Amend ordinance passed 2-11-81, page 5477, which reads, W. Bryn Mawr Avenue (south side) from N. Clark Street to the first alley east thereof; "Parking Prohibited At All Times" by striking "Parking Prohibited At All Times" and inserting in lieu thereof "Parking Prohibited At All Times Tow-Away Zone";

SECTION 3. Amend ordinance passed 10-29-69, page 6328, which reads, Carmen Avenue (south side) from a point 95 feet west of Marine Drive to a point 140 feet west thereof "No Parking Any Time" and inserting in lieu thereof "No Parking Any Time Tow-Away Zone";

SECTION 4. That an ordinance heretofore passed by the City Council prohibiting the parking of vehicles on the the west side of N. Hazel Street of the 4300 block, be and the same is hereby repealed;

SECTION 5. That an ordinance passed by the City Council on May 27, 1964, page 2723 of the Journal of Proceedings of said date, prohibiting the parking of trucks at all times on portions of sundry streets, be and the same is hereby amended as it relates to the following: S. Pulaski Road (both sides) between W. 32nd Street and W. 33rd Street (No Trucks) by striking therefrom "W. 32nd Street" and inserting in lieu thereof "W. 31st Street";

SECTION 6. Amend ordinance passed 1-17-40, page 1769, related to W. 21st Street (south side) from a point 170 feet west of S. Hoyne Avenue to a point 50 feet west thereof by striking "No Parking Any Time" and inserting in lieu thereof "No Parking Loading Zone - 8 A.M. to midnight";

SECTION 7. This ordinance shall take effect and be in force hereinafter its passage and publication.

—  
*Amend Prohibition Against Parking of Vehicles During  
Specified Hours.*

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

SECTION 1. Amend ordinance passed 4-27-60, page 2509 by striking therefrom: W. Irving Park Road (both sides) from N. Leamington Avenue to N. Austin Avenue (north side) 4 P.M. to 6 P.M. (south side) 7 A.M. to 9 A.M. except Saturday, Sunday and holidays.

SECTION 2. That an ordinance heretofore passed by the City Council prohibiting the parking of vehicles during specified hours on portions of designated streets, be and the same is hereby amended by striking therefrom, the following: N. Kedzie Avenue (west side) between W. Roscoe Street and W. School Street.

SECTION 3. That an ordinance heretofore passed by the City Council prohibiting the parking of vehicles on N. Octavia Avenue in the 5400 block (both sides) during the hours of 7 A.M. to 4 P.M., be and the same is hereby repealed.

SECTION 4. That an ordinance passed by the City Council on July 27, 1983, printed on page 985 prohibiting the parking of vehicles on portions of designated streets during specified hours, be and the same is hereby amended by striking therefrom, the following: N. Octavia Avenue (both sides) at 5418 to 5500 7 A. M. to 4 P.M., Monday thru Friday and inserting in lieu thereof N. Octavia Avenue (both sides) from W. Rascher Avenue to W. Gregory Street, Monday thru Friday.

SECTION 5. That an ordinance passed by the City Council on February 28, 1974, page 10271 of said date, restricting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

W. 43rd Street (north side)

From S. Western Avenue to S. Archer Avenue  
- 4 P.M. to 6 P.M.

SECTION 6. That an ordinance passed by the City Council on August 13, 1968, pages 3504-3505 of said date, restricting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

W. 43rd Street (south side)

From S. Western Avenue to S. Kedzie Avenue  
- 7 A.M. to 9 A.M.

SECTION 7. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Residential Parking Established.*

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as Residential Parking, for the following location:

| <i>Street</i>                     | <i>Limits</i>                                                                                                                |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Austin Avenue (both sides)        | Between W. 53rd Street and the first alley north of W. Archer Avenue -- 8 A.M. to 6 P.M. -- Monday thru Friday -- Zone 29;   |
| N. Drake Avenue (east side)       | Between W. Addison Street and W. Waveland Avenue -- 8 A.M. to 8 P. M., -- Sunday thru Friday -- Zone 33;                     |
| S. Harper Avenue (west side)      | From a point 112 feet south of E. 55th Street to E. 56th Street -- 3 P.M. to 6 P.M.--Monday thru Saturday -- Zone 32;        |
| S. Mobile Avenue (both sides)     | Between W. 54th Street and the 1st alley north of S. Archer Avenue -- 8 A.M. to 11 A.M. -- Monday thru Friday -- Zone 35;    |
| S. Nashville Avenue (east side)   | Between W. 53rd Street and the 1st alley north of W. Archer Avenue -- 8 A.M. to 6 P.M. -- Monday thru Friday -- Zone No. 29; |
| S. Nottingham Avenue (both sides) | Between W. 47th Street and W. 58th Street -- 8 A.M. to 6 P.M. --Monday thru Friday -- Zone 30;                               |
| S. Ridgeway Avenue (both sides)   | Between W. 47th Street and the 1st alley north of S. Archer Avenue -- at all times -- Zone No. 34;                           |
| S. Wood Street (east side)        | Between the 1st alley north of W. Pershing Road and W. 38th Street --at all times - - Zone 31;                               |
| S. Hermitage Avenue (west side)   | Between the 1st alley north of W. Pershing Road and W. 38th Street --at all times - - Zone 31;                               |
| W. 56th Street (both sides)       | Between S. Sayre Avenue and S. Newland Avenue -- 8 A.M. to 6 P.M. -- Monday thru Friday -- Zone 30.                          |

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

**Authority Granted for Designation of Portion  
of W. Wrightwood Av. as Service Drive.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed order referred to the committee on November 23, 1983):

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as a service drive, and further pursuant to said section diagonal parking is hereby permitted in said newly designated location:

*Street**Limits*

W. Wrightwood Avenue (both sides)

From N. Cicero Avenue to a point 125 feet west thereof.

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

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone-46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

#### Traffic Warning Signs Established on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee):

*Ordered*, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

*Street**Type of Sign*S. Ada Street and W. 48th Street  
stopping southbound Ada Street

"Stop" sign;

Stopping W. Ainslie Street  
for N. Monticello Avenue

"Stop" sign;

W. Albion Avenue (one-way street  
easterly) at the intersection of  
N. Mozart Street

"Stop" sign;

W. Altgeld Street and N. Racine  
Avenue

"Stop" sign;

On N. Avers Avenue at the intersection  
of W. Cullom Avenue

"Stop" sign;

W. Barry Avenue and N. Newcastle  
Avenue

"4-Way Stop" signs;

E. Bellvue Place and N. Rush  
Street

"3-Way Stop" signs;

Stopping N. Avers Avenue  
for W. Berteau Avenue

"Stop" sign;

W. Carmen Avenue and N. Lamon  
Avenue

"3-Way Stop" signs;

N. Central Avenue and W.  
Sunnyside Avenue

"2-Way Stop" signs;

|                                                                                                           |                                       |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------|
| N. Elston Avenue and N. Central Avenue                                                                    | "Left Turn Arrow";                    |
| W. Foster Avenue and N. Laporte Avenue                                                                    | "No Turn On Red" signs;               |
| W. Hirsch Street and N. Avers Avenue                                                                      | "Stop" signs;                         |
| North and southbound traffic on N. Kingsbury Street at W. Kinzie Street                                   | "2-Way Stop" signs;                   |
| On Southwest corner of S. Latrobe Avenue (one-way street/southerly) at the intersection of W. 52nd Street | "Stop" signs;                         |
| Legett Avenue and Ionia Avenue                                                                            | "4-Way Stop" signs;                   |
| N. Lincoln Avenue and N. Kimball Avenue                                                                   | "No Turn on Red" signs;               |
| Stopping S. Loomis Boulevard for W. 64th Street                                                           | "Stop" signs;                         |
| N. Milwaukee Avenue and W. Ardmore Avenue                                                                 | "No Turn on Red" signs;               |
| N. Milwaukee Avenue and N. Austin Avenue                                                                  | "No Turn on Red" signs;               |
| S. Pulaski Road and the Jewel Food Store Driveway at 5320 (south)                                         | "Automatic Traffic Controls" signals; |
| Northeast corner of S. Oakley Avenue and W. 98th Street                                                   | "No Right Turn" signs;                |
| Northeast and southwest corners of the east-west roadways of N. Ravenswood Avenue and W. Wilson Avenue    | "Stop" signs;                         |
| Northeast and southwest corners of W. Rosehill Drive and N. Hermitage Avenue                              | "Stop" signs;                         |
| Stopping N. Rutherford Avenue for W. Carmen Avenue                                                        | "2-Way Stop" signs;                   |
| W. School Street and N. Odell Avenue                                                                      | "Stop" signs;                         |
| Northeast and southwest corners of W. Schubert Avenue and N. Meade Avenue                                 | "Stop" signs;                         |
| Northeast and southwest corners of W. Schubert Avenue and N. Moody Avenue                                 | "Stop" signs;                         |
| Stopping N. Washtenaw Avenue for W. North Shore Avenue                                                    | "Stop" signs;                         |
| W. Wellington Avenue and N. Newcastle Avenue                                                              | "4-Way Stop" signs;                   |
| Northwest corner of W. Wrightwood Avenue and N. Meade Avenue                                              | "Stop" signs;                         |



|                                                                                            |                                       |
|--------------------------------------------------------------------------------------------|---------------------------------------|
| Stopping S. Wood Street for<br>W. 18th Place                                               | "2-Way Stop" signs;                   |
| East and westbound traffic on<br>W. 18th Place at the intersection<br>of S. Paulina Street | "All-Way Stop" signs;                 |
| Southwest and southeast corners<br>of W. 31st Street and S. Morgan<br>Street               | "No Turn on Red"<br>7 A.M. to 7 P.M.; |
| W. 53rd Place and S. Lockwood Avenue                                                       | "Stop" signs;                         |
| W. 57th Street and S. Springfield<br>Avenue                                                | "All-Way Stop" signs;                 |
| Stopping W. 58th Street for S.<br>Melvina Avenue                                           | "2-Way Stop" signs;                   |
| Stopping east leg of W. 80th Street<br>for S. Kostner Avenue                               | "Stop" signs;                         |
| Stopping west leg of W. 80th Street<br>for S. Kostner Avenue                               | "Stop" signs.                         |

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone-46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

#### Authority Granted to Consider No Thru Traffic on Portion of Specified Public Ways.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders referred to the committee on November 9 and 23, 1983):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to a no thru traffic at the following locations:

| <i>Street</i>             | <i>Area</i>                                                                  |
|---------------------------|------------------------------------------------------------------------------|
| First alley west of       | Nashville Avenue between W. 52nd Street and W. 53rd Street;                  |
| North/south alley bounded | By W. 56th Place, W. 57th Street, S. Pulaski Road and S. Springfield Avenue. |

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

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

*Failed to Pass*--PROPOSED ORDINANCES AND ORDERS RELATING TO  
TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC.  
(Adverse Committee Recommendations).

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinance or proposed order Pass, notwithstanding the committee's adverse recommendations?*", and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

*Yeas*--None.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The committee report listing said ordinances and orders which *Failed to Pass*, reads as follows:

CHICAGO, February 8, 1984.

*To the President and Members of the City Council:*

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (May 13, 1981, April 21, 1982, December 1, 1982, March 25, 1983, August 10, 1983, August 17, 1983, August 31, 1983, September 28, 1983, October 12, 1983, October 20, 1983, October 31, 1983, November 9, 1983, November 14, 1983, and November 23, 1983) concerning traffic regulations and traffic signs, etc. as follows:

*Parking Prohibited At All Times:*

W. Addison Street (north side)

From N. Halsted Street to the first alley west thereof (the north-south alley) except for police vehicles--Does not conform to City policy and code;

W. Addison Street (south side)

Between N. Oriole Avenue and N. Oleander Avenue--Parkway--no Council action necessary--signs will be posted;

S. Exchange Avenue, Nos. 7853-7859

At all times--no ordinance necessary--work order written to install corner clearance signs under code;

W. Grand Avenue, No. 213

In front of the gate and driveway--at all times--There are existing NPAT signs that prohibit parking in this area;

|                                         |                                                       |
|-----------------------------------------|-------------------------------------------------------|
| S. Green Bay Avenue (both sides)        | 8300 block--at all times;                             |
| S. Hamlin Avenue No. 1632               | At all times except for handicapped person;           |
| W. Harrison Street (both sides)         | 5400 block--no parking trucks;                        |
| W. Irving Park Road (south side)        | No. 7001--at all times except for handicapped person; |
| W. Loyola Avenue (at driveway)          | Nos. 1950-1958--at all times;                         |
| W. Sunnyside Avenue (south side)        | No. 6243--driveway;                                   |
| W. Walton Street (in front of driveway) | No. 2626--at all times;                               |

*Parking Prohibited During Specified Hours:*

|                               |                                                                                  |
|-------------------------------|----------------------------------------------------------------------------------|
| W. Fulton Street              | Nos. 4530-4538--7 A.M. to 4:30 P.M.--Monday thru Friday;                         |
| W. Nelson Street (north side) | N. Wilton Avenue and the service drive--8 A.M. to 4:30 P.M.--on all school days; |

*Loading Zones:*

|                                 |                                                                                                                           |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| W. Belmont Avenue (north side)  | No. 1608--9 A.M. to 4 P.M.--Monday thru Saturday;                                                                         |
| Lotus Street                    | South of Harrison Street (east/west)--at any time;                                                                        |
| N. Milwaukee Avenue (east side) | 2959 (rear)--7 A.M. to 7 P.M.--Monday thru Saturday;                                                                      |
| N. Sedgwick Street              | No. 1400--at all times;                                                                                                   |
| N. Sheridan Road (west side)    | No. 4626--7 A.M. to 7 P.M.--Monday thru Friday;                                                                           |
| N. Western Avenue (west side)   | No. 6600 from driveway at north end of building to a point 50 feet south thereof--9 A.M. to 9 P.M.--Monday thru Saturday; |

*Residential Parking:*

|                               |                                          |
|-------------------------------|------------------------------------------|
| S. Wallace Street (east side) | From W. 112th Street to W. 113th Street; |
|-------------------------------|------------------------------------------|

*Single Direction:*

East-west alley north of W. Foster Avenue from N. Long Avenue to a point 125 feet west of N. Lind Avenue--easterly;

|                 |                                                          |
|-----------------|----------------------------------------------------------|
| N. Nagle Avenue | From W. Belmont Avenue to W. Diversey Avenue--southerly; |
|-----------------|----------------------------------------------------------|

*Traffic Warning Signs:*

(September 28, 1983) "Stop" signs; east and westbound traffic on Bloomingdale Avenue at Washtenaw Avenue;

(September 28, 1983) "4-Way Stop" signs on W. Bryn Mawr Avenue and N. Overhill Avenue;

(October 20, 1983) "4-Way Stop" signs on W. Byron Street and N. Janssen Avenue;

(October 20, 1983) "Stop" signs on W. Congress Parkway and S. Millard Avenue;

- (October 20, 1983) "Stop" signs at W. Fifth Avenue and S. Millard Avenue;
- (October 20, 1983) "Stop" sign in front of 3631 S. Fifth Avenue;
- (October 31, 1983) "Stop" signs for east and westbound traffic on W. Grace Street at intersection of N. Oleander Avenue;
- (October 12, 1983) "No Outlet Signs" in the alley in the rear of 5903 W. Gunnison Street;
- (October 31, 1983) "Stop" signs on N. Lockwood Avenue at the intersection of W. Waveland Avenue;
- (September 28, 1983) "Children Crossing Signs" on W. Lunt Avenue between N. Francisco Avenue and N. Sacramento Avenue;
- (October 12, 1983) "Stop" signs for north and southbound traffic on N. Overhill Avenue at W. Hood Avenue;
- (October 12, 1983) "Stop" signs for north and southbound traffic on N. Overhill Avenue at W. Lunt Avenue;
- (October 20, 1983) "Stop" signs on the southeast corner of N. Seminary Avenue (one way street/northerly) at W. Dakin Street;
- (October 12, 1983) "4-Way Stop" signs on W. Wilson Avenue and N. Lavergne Avenue;
- (November 9, 1983) "Stop" signs for eastbound traffic on E. 54th Street at the intersection of S. South Shore Drive;
- (October 12, 1983) "Stop" signs for east and westbound traffic on W. 58th Street at S. Sangamon Street;
- (December 1, 1982) "Stop" signs at the intersection of W. 60th Street and S. Melvina Avenue;
- (October 12, 1983) "2-Way Stop" signs at the intersection of W. 62nd Street and S. May Street, stopping east-westbound traffic on 62nd Street;
- (October 12, 1983) "4-Way Stop" signs at the intersection of W. 65th Street and S. Morgan Street;
- (October 12, 1983) "Stop" signs for east-westbound traffic on W. 68th Street and S. May Street;
- (November 9, 1983) "Stop" signs for the northwest and northeast corners of W. 78th Street and S. Peoria Street;
- (October 20, 1983) "Stop" signs for E. 82nd Street and S. Saginaw Avenue;
- (October 20, 1983) "Stop" signs at the intersection of W. 117th Street and S. Laflin Street;
- (October 20, 1983) "Stop" signs at the intersection of W. 118th Street and S. Bishop Street;
- (October 20, 1983) "Stop" signs at the intersection of W. 118th Street and S. Justine Street;

*Amend Parking Prohibited At All Times:*

|                   |                                                        |
|-------------------|--------------------------------------------------------|
| W. Dickens Avenue | No. 5801--at all times--not rec: Covered by City Code; |
|-------------------|--------------------------------------------------------|

*Amend Single Direction:*

|                                |                                                     |
|--------------------------------|-----------------------------------------------------|
| W. Melrose Street              | Between N. Broadway and N. Halsted Street--westerly |
| by striking:                   | westerly                                            |
| and inserting in lieu thereof: | easterly;                                           |

Amend ordinance passed 4-21-82, pages 10384-5 relating to N. Natchez Avenue between W. Belmont Avenue and W. Diversey Avenue by striking "between W. Belmont Avenue" and inserting in lieu thereof: "Between the first alley south of W. Belmont Avenue."--single direction--southerly;

*Repeal To Close Viaduct:*

That an ordinance passed by the City Council on October 27, 1982, printed on page 13238 of the Journal of the Proceedings of said date, to close the viaduct (underpass) located within the right-of-way of the Belt Railway Company of Chicago at the west terminus of W. Wilcox Street, approximately 601 feet west of S. Kilbourn Avenue, etc., be and the same is hereby repealed.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) ANTHONY C. LAURINO,  
Chairman.

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#### COMMITTEE ON ZONING.

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#### Chicago Zoning Ordinance Amended to Reclassify Particular Areas.

The Committee on Zoning submitted the following report:

CHICAGO, February 8, 1984.

*To the President and Members of the City Council:*

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on May 18, 1982, March 9, June 28, July 13, August 31, September 28, October 12, 31, November 9, 14, December 6, 9, 16 and 22, 1983 and January 11, 1984) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY M. GABINSKI,  
Chairman.

(Signed) EDWARD R. VRDOLYAK,  
Vice-Chairman.

On motion of Alderman Gabinski the committee's recommendation was *Concurred In* and each of the said proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--46.

*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):

*Reclassification of Area Shown on Map No. 1-K.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 1-K in the area bounded by

alley next north of and parallel to W. Madison Street; a line 75 feet east of and parallel to N. Keeler Avenue; W. Madison Street; and N. Keeler Avenue,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 2-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 B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by

W. Van Buren Street; S. State Street; W. Congress Parkway; and a line 112 feet west of S. State Street,

to the designation of a Central Area Parking Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Central Area Parking Planned Development printed on pages 5096 through 5101 of this Journal.]

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

---

*Reclassification of Area Shown on Map No. 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, and all the B7-6 General Business District symbols and indications as shown on Map No. 3-E in the area bounded by

E. Walton Street; N. Michigan Avenue; E. Delaware Place; a line 288.10 feet west of and parallel to N. Michigan Avenue; a line 43.09 feet north of and parallel to E. Delaware Place; a line 100.05 feet east of and parallel to N. Ernst Court; a line 68.05 feet northwest of E. Delaware Place as measured along the east line of N. Ernst Court; and N. Ernst Court,

to the designation of a Residential-Business Planned Development which is hereby established in the area above-described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Residential-Business Planned Development printed on pages 5102 through 5109 of this Journal.]

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

---

*Reclassification of Area Shown on Map No. 3-F.*

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

(Continued on page 5110)

PLAN OF DEVELOPMENT

CENTRAL AREA PARKING PLANNED DEVELOPMENT

STATEMENTS

1. The area delineated herein as Central Area Parking Planned Development bounded by W. Van Buren Street, S. State Street; W. Congress Parkway and the alley next west of N. State Street is owned or controlled by the Department of Planning, City of Chicago.

2. The public parking facility proposed shall be used for the parking of passenger cars, light vans and pickup trucks. No heavy commercial trucks shall be parked upon the said lot at any time.

3. Adequate drainage shall be provided so as to permit runoff of flow to an established City of Chicago sewer.

4. Adequate lighting will be maintained at the facility and the area will be paved and properly landscaped subject to the review and approval of the Commissioner of the Department of Planning.

5. Ingress and egress will be provided from driveways on West Van Buren Street and West Congress Parkway. All driveways will comply with the Driveway Ordinance of the City of Chicago.

6. The Applicant or its successors, assignees, or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.

- 2 -

7. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.

8. Use of land will consist of a grade level public parking facility with accessory structures.

9. Business identification signs may be permitted within the Planned Development subject to the review and approval of the Department of Planning and the Department of Inspectional Services. No advertising signs will be permitted.

10. The zoning classification of the subject property will revert to the B6-7 Restricted Central District classification following the termination of the site as a parking facility.

11. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development and illustrates the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.

12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of the Department of Planning.

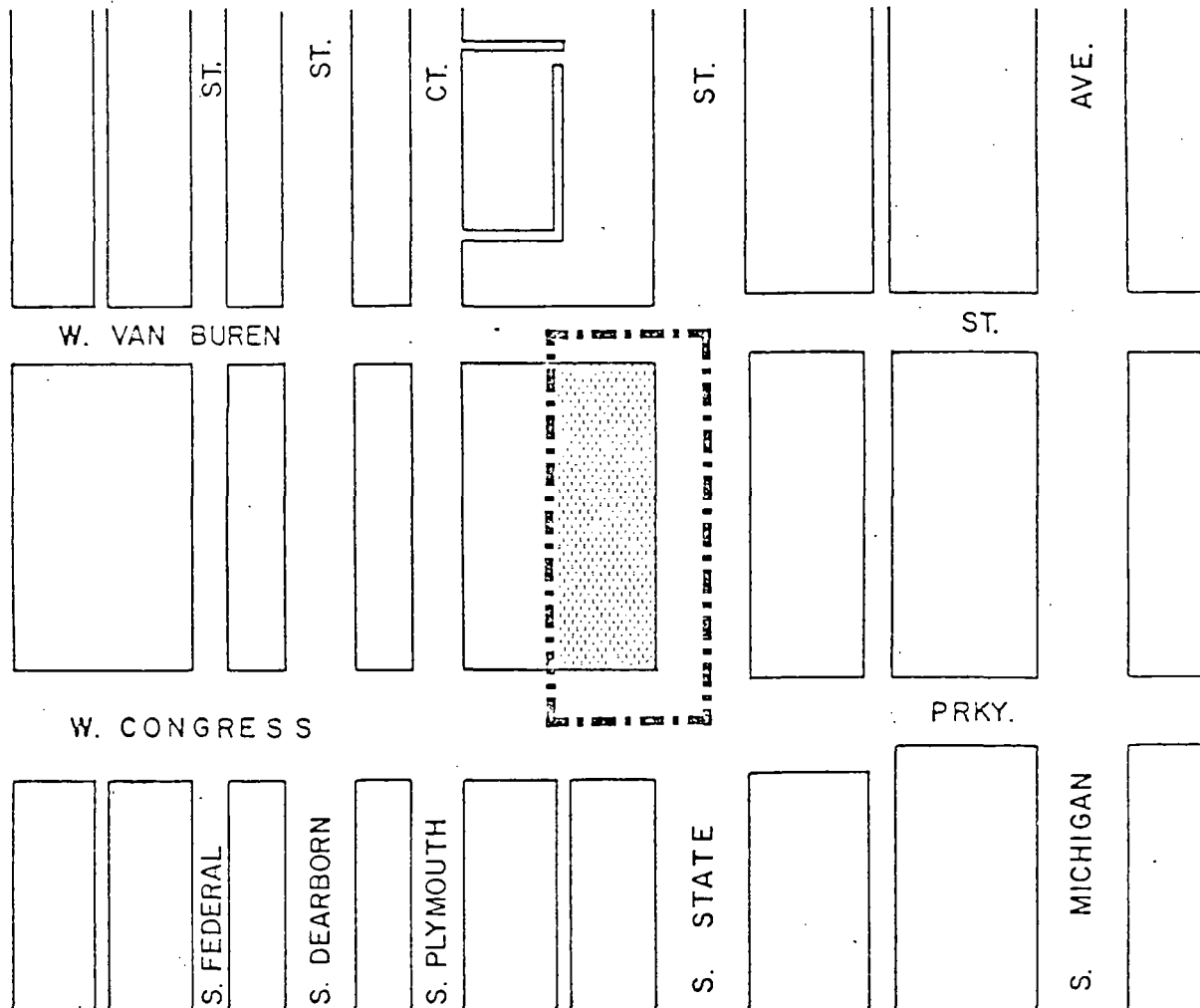
APPLICANT: DEPARTMENT OF PLANNING, CITY OF CHICAGO

DATE: October 20, 1983

REVISED: December 15, 1983

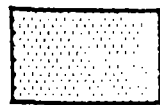


## CENTRAL AREA PARKING PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN

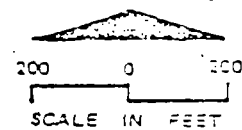


### LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

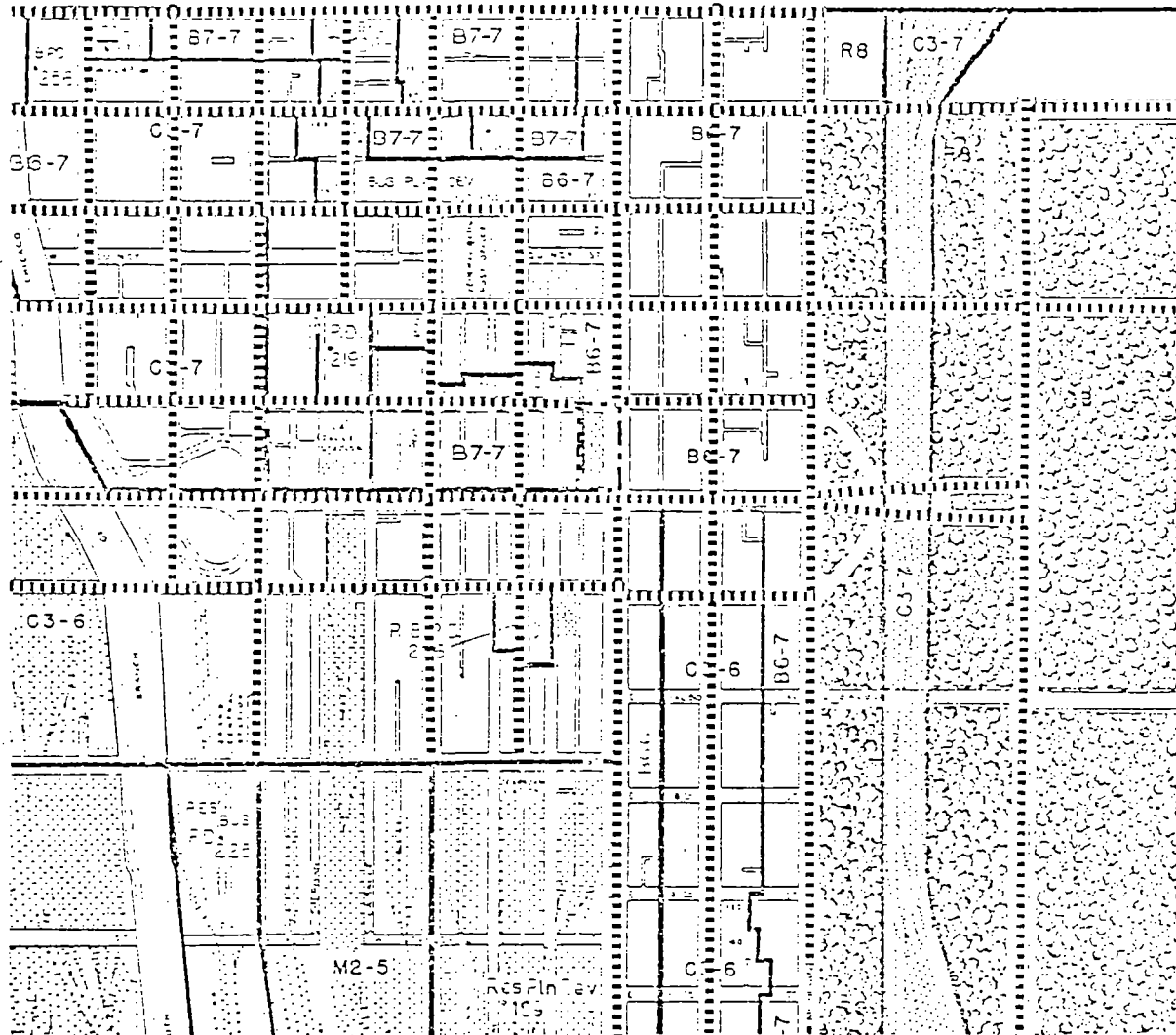


GRADE-LEVEL PUBLIC  
PARKING FACILITY



APPLICANT: DEPARTMENT OF PLANNING - CITY OF CHICAGO  
DATE: OCTOBER 20, 1983

# CENTRAL AREA PARKING PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



## LEGEND



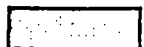
CENTRAL AREA PARKING PLANNED  
DEVELOPMENT BOUNDARY



ZONING DISTRICT BOUNDARIES



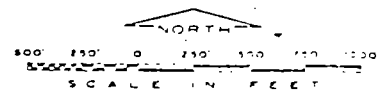
PREFERENTIAL STREET SYSTEM



PUBLIC & QUASI-PUBLIC FACILITIES

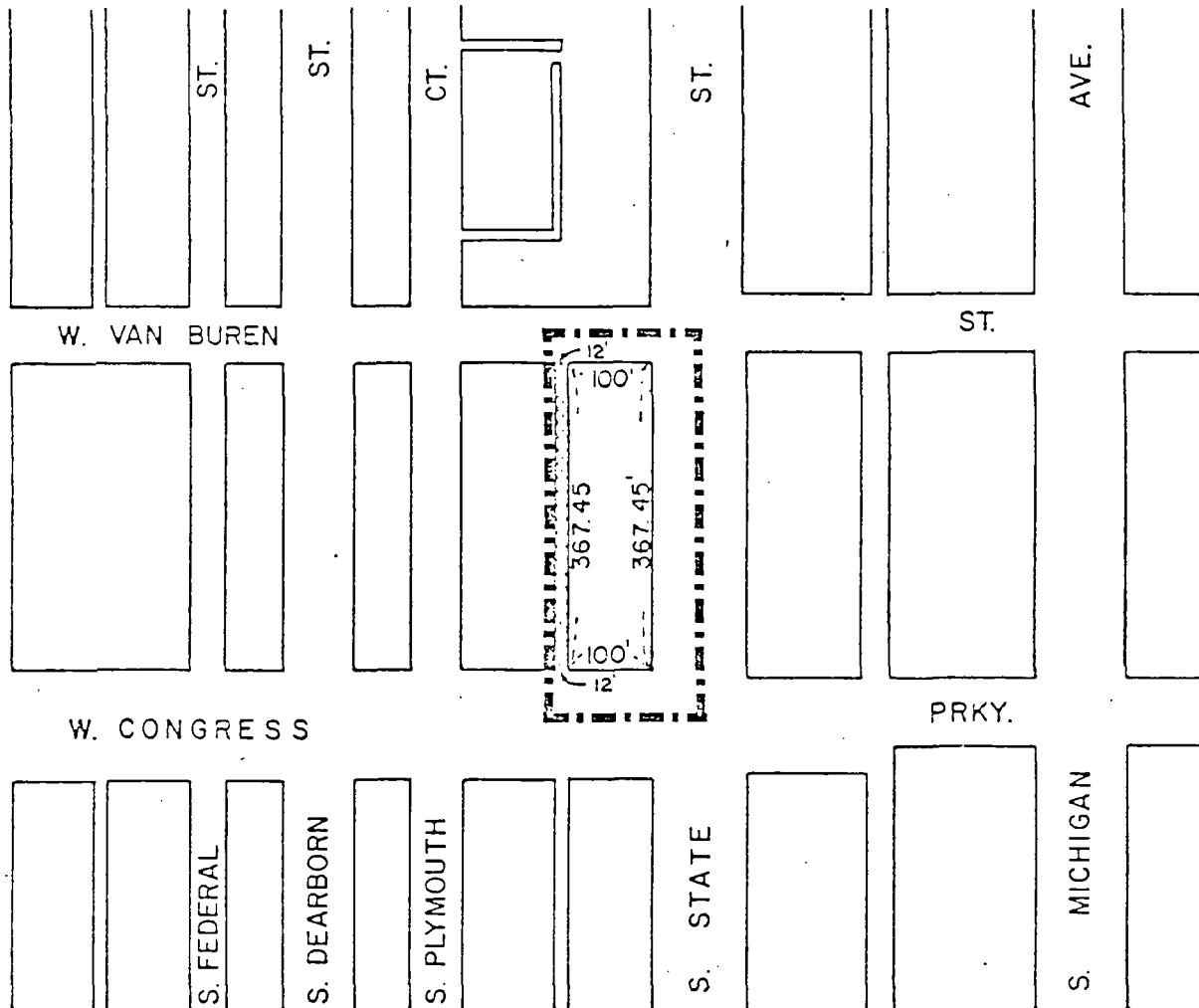


PARKS AND PLAYGROUNDS



APPLICANT: DEPARTMENT OF PLANNING - CITY OF CHICAGO  
DATE: OCTOBER 20, 1983

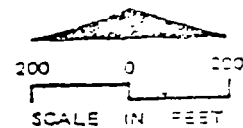
# CENTRAL AREA PARKING PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT - OF-WAY ADJUSTMENTS



## LEGEND

--- PLANNED DEVELOPMENT BOUNDARY

ALLEY PROPOSED TO BE VACATED



APPLICANT: DEPARTMENT OF PLANNING - CITY OF CHICAGO

DATE: OCTOBER 20, 1983

CENTRAL AREA PARKING PLANNED DEVELOPMENTUSE AND BULK REGULATIONS AND DATA

|                                                                   |                                     |
|-------------------------------------------------------------------|-------------------------------------|
| *Net Site Area                                                    | 41,454.4 sq. ft.                    |
| Gross Site Area -                                                 | 75,076.4 sq. ft.                    |
| Net Site Area +                                                   | 41,454.4 sq. ft.                    |
| Area of Public Street                                             | 33,922 sq. ft.                      |
| General Description of Land Use                                   | Grade-level public parking facility |
| Maximum Number of Parking Spaces                                  | 130                                 |
| Maximum F.A.R.                                                    | Not Applicable                      |
| Maximum % of Land Covered                                         | Not Applicable                      |
| *Net Site Area includes alley west of State Street to be vacated. |                                     |

APPLICANT: DEPARTMENT OF PLANNING, CITY OF CHICAGO

DATE: October 20, 1983

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PLAN OF DEVELOPMENT  
STATEMENTS

1. The area delineated herein as "Residential-Business Planned Development" (No. ) is owned or controlled by Urban Investment and Development Co., a Delaware corporation, as represented in the disclosure documents filed with the Chairman of the Zoning Committee of the City Council of the City of Chicago.

2. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a planned development.

3. The Applicant or its successors, assigns or grantees, or such other person or party as may then own or control the area delineated herein shall obtain any and all official reviews, approvals, licenses and permits required in connection with this Plan of Development.

APPLICANT: Urban Investment and Development Co.

ADDRESS: 333 West Wacker Drive  
Chicago, Illinois 60606-1265

DATE: October 31, 1983

4. The following uses shall be permitted within the area delineated herein as Residential-Business Planned Development (No. ): from Michigan Avenue to a line 273 feet west thereof at Walton Street and 207 feet west thereof at Delaware Place, those uses permitted in the B6-6, Central Business District classification; and from said line west thereof to Ernst Court, those uses permitted in the B7-6, General Central Business District classification; including, with respect to both of the foregoing, but not limited to, residential, hotel, office, and retail and related uses, and earth station receiving dishes, subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development.

5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development and shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. For purposes of floor area ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, with the following exception: For F.A.R. purposes, intermediate floors devoted to mechanical use (except for space devoted to the transfer of persons and goods) shall not be counted in total floor area.

APPLICANT: Urban Investment and Development Co.  
ADDRESS: 33 West Wacker Drive  
Chicago, Illinois 60606-1265  
DATE: October 31, 1983

7. Any dedication or vacation of streets, alleys, easements, grants of privilege or any adjustments of rights of way requiring a separate submittal by the applicant and approval by the City Council.

8. Any service drives and any other ingress or egress shall be adequately designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations in compliance with the Municipal Code of the City of Chicago related to motor vehicles including emergency vehicles. Any fire lanes required shall be adequately designed and paved in compliance with the Municipal Code and shall have a minimum width of 18 feet. There shall be no parking within such paved areas.

9. Business and business identification signs only may be permitted within the planned development subject to the review and approval of the Departments of Zoning and Planning. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals. No advertising signs shall be permitted.

10. The height restrictions of any building or appurtenance attached thereto shall be subject to:

- (a) Height limitations as certified on Form FAA-117 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and

APPLICANT: Urban Investment and Development Co.

ADDRESS: 333 West Wacker Drive  
Chicago, Illinois 60606-1265

DATE: October 31, 1983

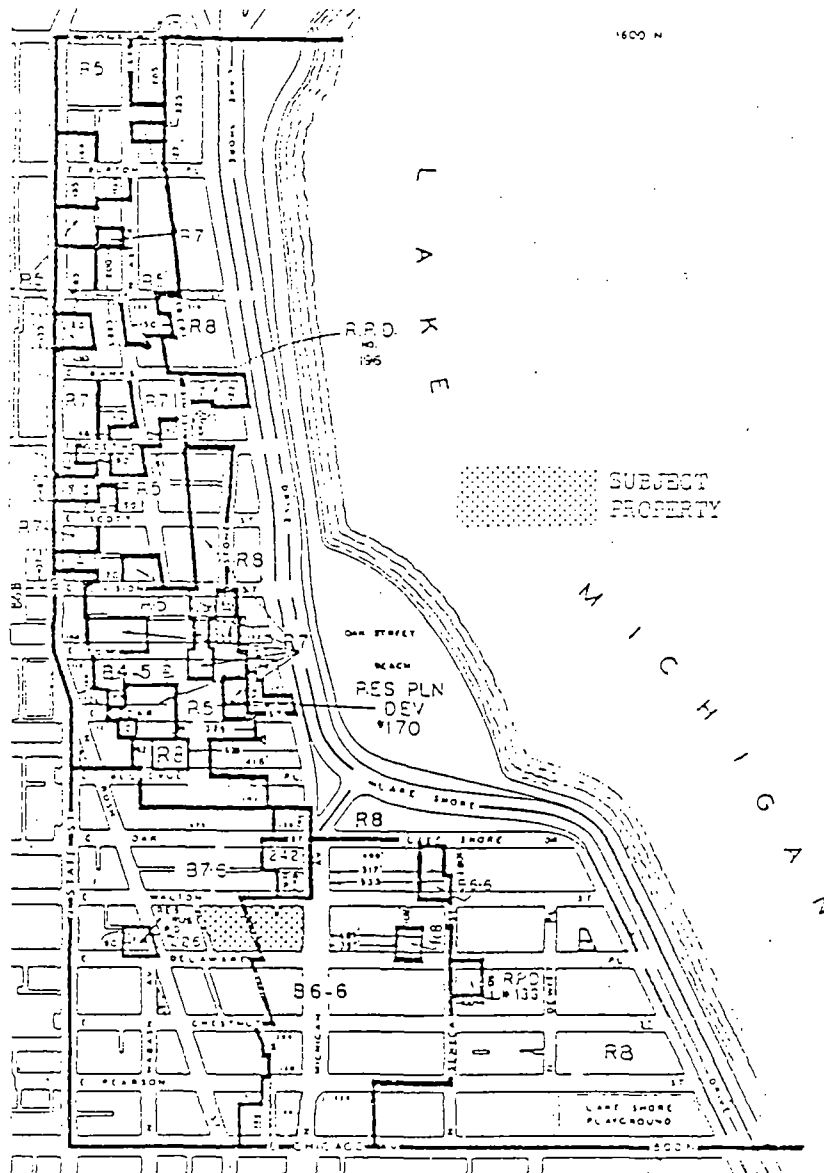
(b) Airport zoning regulations now in effect as established by the Departments of Planning, Aviation, and Law, and approved by the City Council.

11. This Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as heretofore promulgated by the Commissioner of Planning.

APPLICANT: Urban Investment and Development Co.  
ADDRESS: 333 West Wacker Drive  
Chicago, Illinois 60606-1265  
DATE: October 31, 1983



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PLAN OF DEVELOPMENT  
EXISTING ZONING MAP

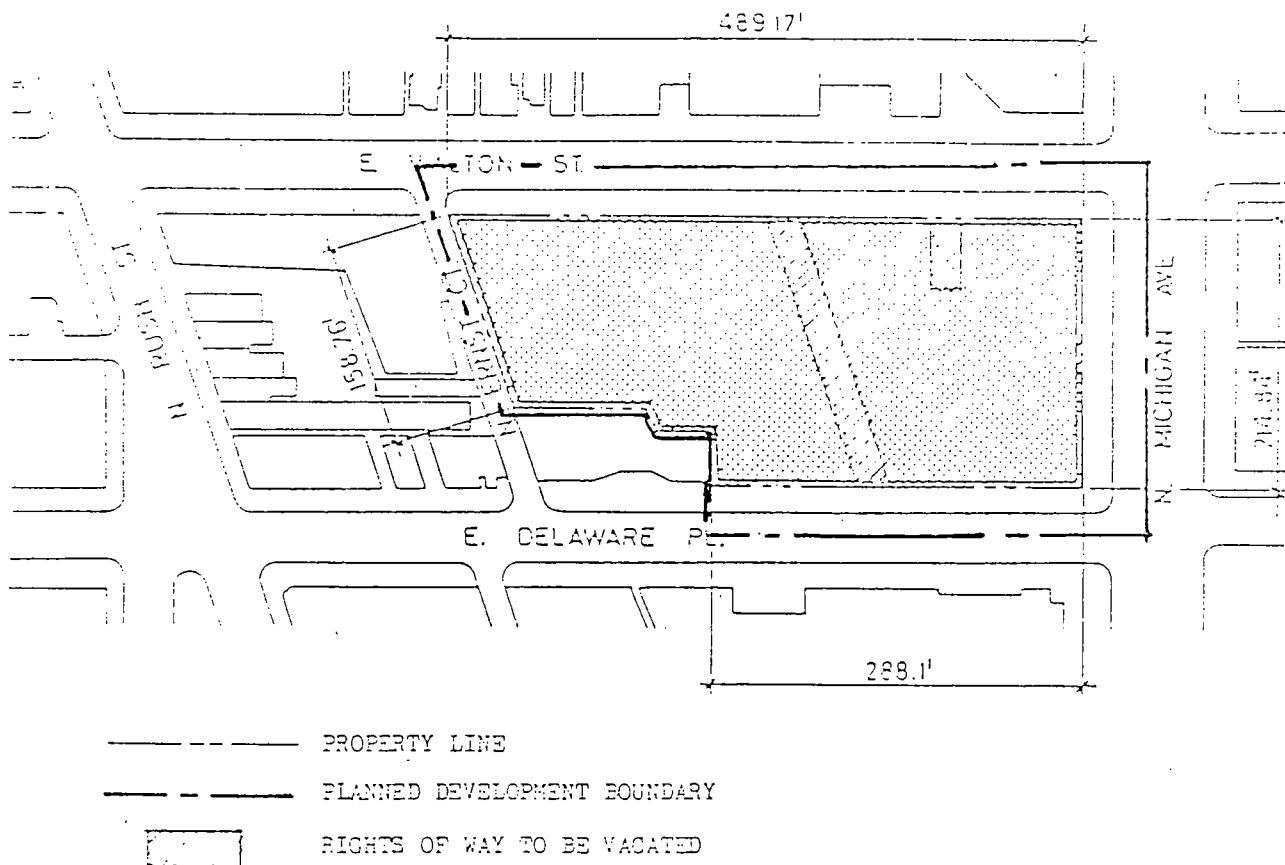


APPLICANT: Urban Investment and Development Co.

ADDRESS: 333 West Wacker Drive  
Chicago, Illinois 60605-1265

DATE: October 31, 1983

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PLAN OF DEVELOPMENT  
BOUNDARY AND PROPERTY LINE MAP

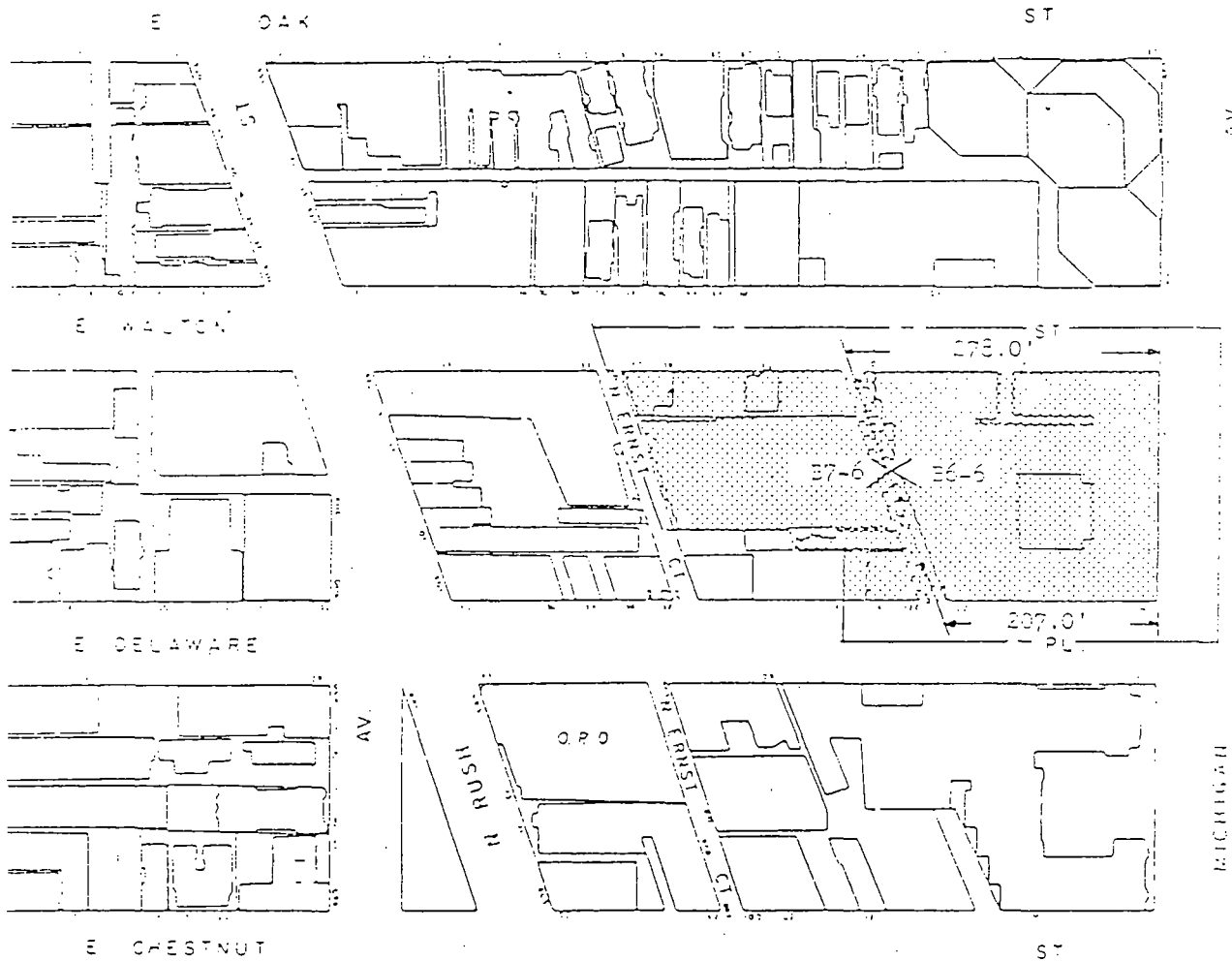


APPLICANT: Urban Investment and Development Co.

ADDRESS: 333 West Wacker Drive  
Chicago, Illinois 60605-1265

DATE: October 31, 1983

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
 PLAN OF DEVELOPMENT  
 GENERALIZED LAND USE MAP



USES PERMITTED ARE AS DESCRIBED IN THE TABLE OF USE AND BULK  
 REGULATIONS AND CONTROLS.

APPLICANT: Urban Investment and Development Co.

ADDRESS: 233 West Wacker Drive  
 Chicago, Illinois 60605-1265

DATE: October 31, 1983

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PLAN OF DEVELOPMENT

| Site Area<br>Sq. Ft.      Acres | General Description of Land Use                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Max.<br>F.A.R. | Max. % Land<br>Coverage |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------|
| 89,466.54      2.054            | From Michigan Avenue to a line 278 feet west thereof at Walton Street and 207 feet west thereof at Delaware Place, those uses permitted in the B6-6, Central Business District classification; and from said line west thereof to Ernst Court, those uses permitted in the B7-6, General Central Business District classification; including, with respect to both of the foregoing, but not limited to, residential, hotel, office and retail and related uses, and earth station receiving dishes. | 21.0           | 100% at ground level    |

Gross Site Area = Net site area including rights-of-way to be vacated:  
89,476 Sq. Ft. (2.054 acres) plus area to remain in public rights-of-way:  
46,203 Sq. Ft. (1.06 acres) = 135,675 Sq. Ft. (3.11 acres).

OFF-STREET PARKING AND LOADING CONTROLS

Minimum off-street loading spaces:    11 (10 ft. x 25 ft.)  
Minimum off-street parking spaces    352  
Maximum off-street parking spaces:    500  
All parking spaces will be enclosed and below grade

DWELLING UNITS

Maximum Permitted:    210\*  
Maximum Number of Efficiency Units Permitted:    50% of actual  
HOTEL ROOMS

Maximum Number Permitted:    525\*

\*Dwelling units and hotel rooms may be exchanged at a ratio of 2 hotel rooms equal one dwelling unit to a limit of 25% of the maximums set forth herein.

SET BACKS

Minimum Periphery set backs at grade level:    None  
Maximum per cent of site coverage above the ninth floor:    35 per cent  
Estimated actual per cent of site coverage above the ninth floor:  
29.87 per cent  
Maximum per cent of site coverage above the twenty-ninth floor:  
25 per cent  
Estimated actual per cent of site coverage above the twenty-ninth floor:  
19.85 per cent

APPLICANT:            Urban Investment and Development Co.

ADDRESS:            333 West Wacker Drive  
Chicago, Illinois    60606-1265

DATE:                October 31, 1983

REVISED:            December 15, 1983

(Continued from page 5095)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service and R6 General Residence Districts symbols and indications as shown on Map No. 3-F in area bounded by

W. Chestnut Street; N. Clark Street; a line 101.12 feet south of and parallel to W. Chestnut Street; the alley next east of and parallel to N. LaSalle Street; a line 202.28 feet south of and parallel to W. Chestnut Street; and N. LaSalle Street

to those of a B4-5 Restricted Service District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the B4-5 Restricted Service District symbols and indications hereinabove established to the designation of a Residential-Business Planned Development.

[Residential-Business Planned Development printed on pages 5111  
thru 5117 of this Journal.]

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

---

*Reclassification of Area Shown on Map No. 3-K.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 3-K in area bounded by

W. Division Street; N. Kolmar Avenue; a line 522.27 feet south of and parallel to W. Division Street; and a line 301.79 feet west of and parallel to N. Kolmar 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 No. 5-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by

the alley next south of and parallel to W. Fullerton Avenue; a line 128 feet 0 inches east of and parallel of N. Greenview Avenue; a line 150 feet 0 inches south of and parallel to the alley next south of W. Fullerton Avenue; and N. Greenview 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 No. 5-I.*

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

(Continued on page 5118)

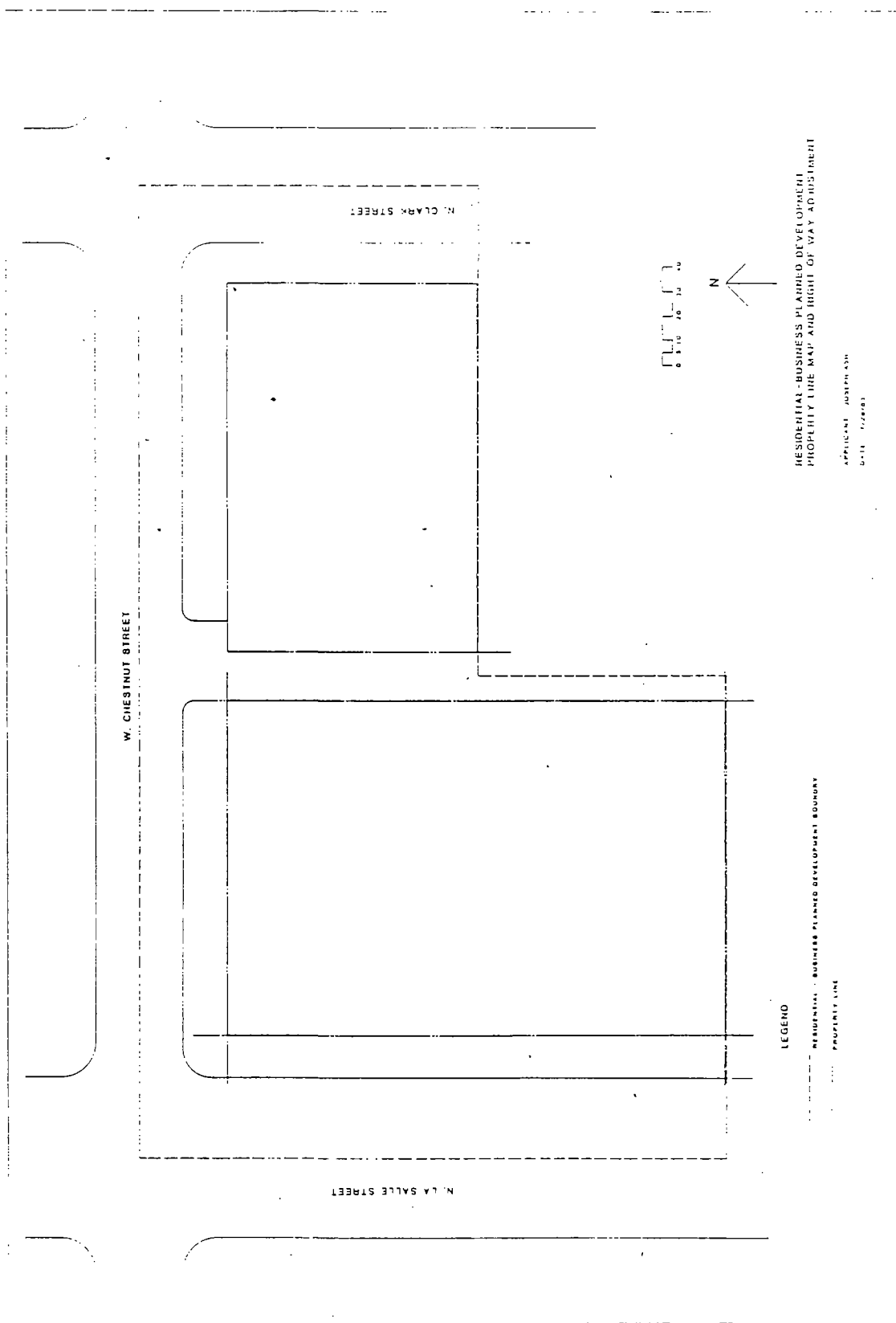
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENTSTATEMENT

1. The area delineated hereon as "Residential-Business Planned Development" is owned or controlled by Nicholas G. Jannes, 222 West Huron, Chicago, Illinois.
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of dwelling units, related recreational uses, including a swimming pool and health club, business uses, including five screen motion picture theatre, and off-street parking and related uses.
4. Any dedication or vacation of streets or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Street 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.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning, City and Community Development. There shall be no advertising signs permitted except in conjunction with the theatres.
8. The height restriction of any building or any appurtenance attached thereto shall be subject to:
  - a. height limitations as certified on form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and

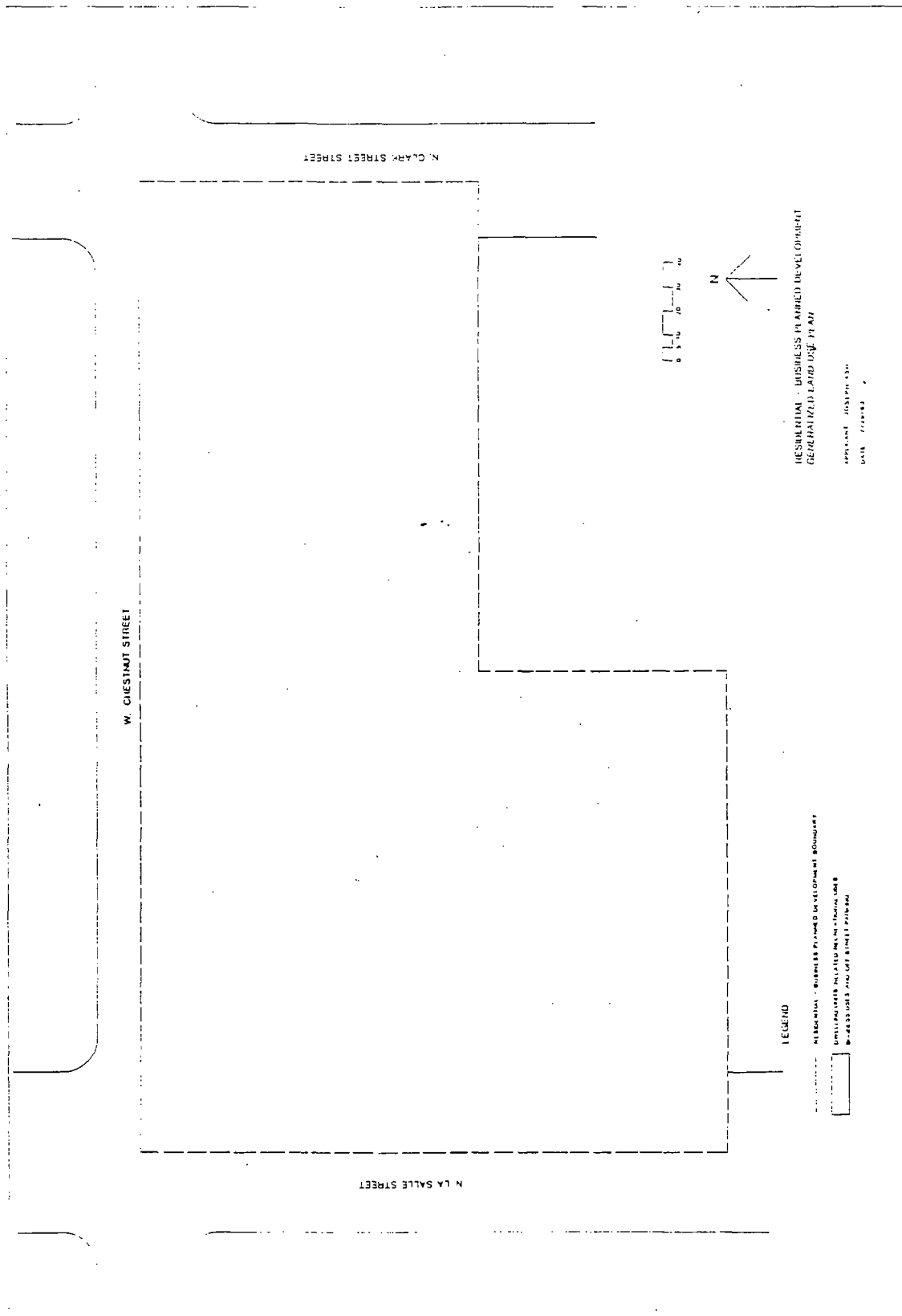
- b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, and approved by the City Council.
- 9. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
- 10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning.

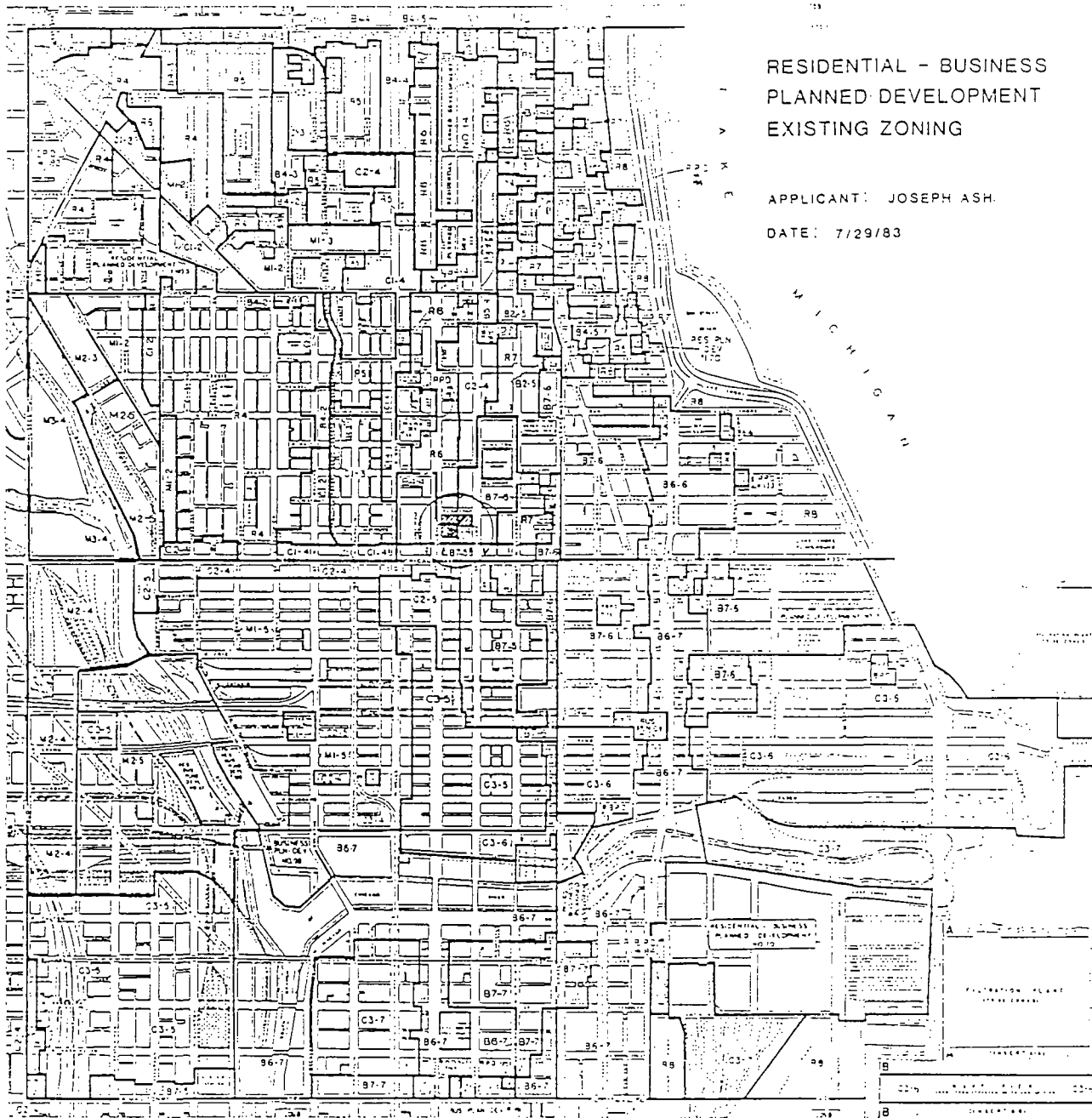
APPLICANT: JOSEPH ASH

DATE: AUGUST 4, 1983











RESIDENTIAL BUSINESS - PLANNED DEVELOPMENT  
 PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

| SITE AREA   | GENERAL DESCRIPTION<br>OF LAND USE                                                                                            | NUMBER OF<br>DWELLING UNITS | MAXIMUM FLOOR<br>AREA RATIO | MAXIMUM PER-<br>CENTAGE OF<br>LAND COVERED             |
|-------------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|--------------------------------------------------------|
| 43,026 s.f. | Dwelling units, re-<br>lated recreational<br>uses, business uses,<br>off street parking<br>(swimming pool and<br>health club) | 276                         | 6.5                         | 79.5 at ground<br>20.5 at 50'<br>above ground<br>level |

NET SITE AREA = 43,026.2 sq. ft.

GROSS SITE AREA = NET SITE AREA + AREA OF PUBLIC STREET AND ALLEYS  
 71,011.64 = 43,026.2 + 27,985.44 sq. ft.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA:

Maximum number of dwelling units total = 276

Maximum percent of efficiency units 45.28%

Maximum number of square feet devoted to business uses = 13,696.43

MINIMUM NUMBER OF OFF-STREET PARKING SPACES: 158 Actual No. 174

MAXIMUM PERCENT OF LAND COVERED:

At ground level - 79.5%

At 50 ft. above ground level - 20.47%

MINIMUM NUMBER OF OFF-STREET LOADING DOCKS: 2

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

APPLICANT: JOSEPH. ASH

DATE: 7/29/83

AMENDED: December 15, 1983

(Continued from page 5110)

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. 5-1 in the area bounded by

W. Charleston Street; the alley next east of and parallel to N. Campbell Avenue; the alley next south of and parallel to W. Charleston Street; a line 205.58 feet east of and parallel to N. Campbell Avenue; a line 124.20 feet south of and parallel to W. Charleston Street; N. Artesian Avenue; a line 306.51 feet south of and parallel to S. Charleston Street; a line 205.62 feet east of and parallel to N. Campbell Avenue; the alley next north of and parallel to W. McLean Avenue; the alley next east of and parallel to N. Campbell Avenue; W. McLean Avenue; and N. Campbell Avenue,

to those of a Residential Planned Development District, and a corresponding use district is hereby established in the area above described.

[Residential Planned Development printed on pages 5119  
through 5123 of this Journal.]

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

---

*Reclassification of Area Shown on Map No. 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 the area bounded by

the alley next north of W. 31st Street; S. Shields Avenue; W. 31st Street; and S. Stewart Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 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 R4 General Residence District symbols and indications as shown on Map No. 6-F in the area bounded by

W. 23rd Street; a line 125 feet 1 inch long, 318 feet 3/8 inches east of and parallel to Stewart Avenue; a line 3 feet 9 5/8 inches long, 139 feet 4 3/4 inches north of and parallel to W. 23rd Place; a line 139 feet 4 3/4 inches long, 323 feet 5 3/8 inches east of and parallel to Stewart Avenue; W. 23rd Place; and Stewart Avenue,

to those of a Residential Planned Development District, and a corresponding use district is hereby established in the area above described.

[Residential Planned Development printed on pages 5124  
through 5128 of this Journal.]

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

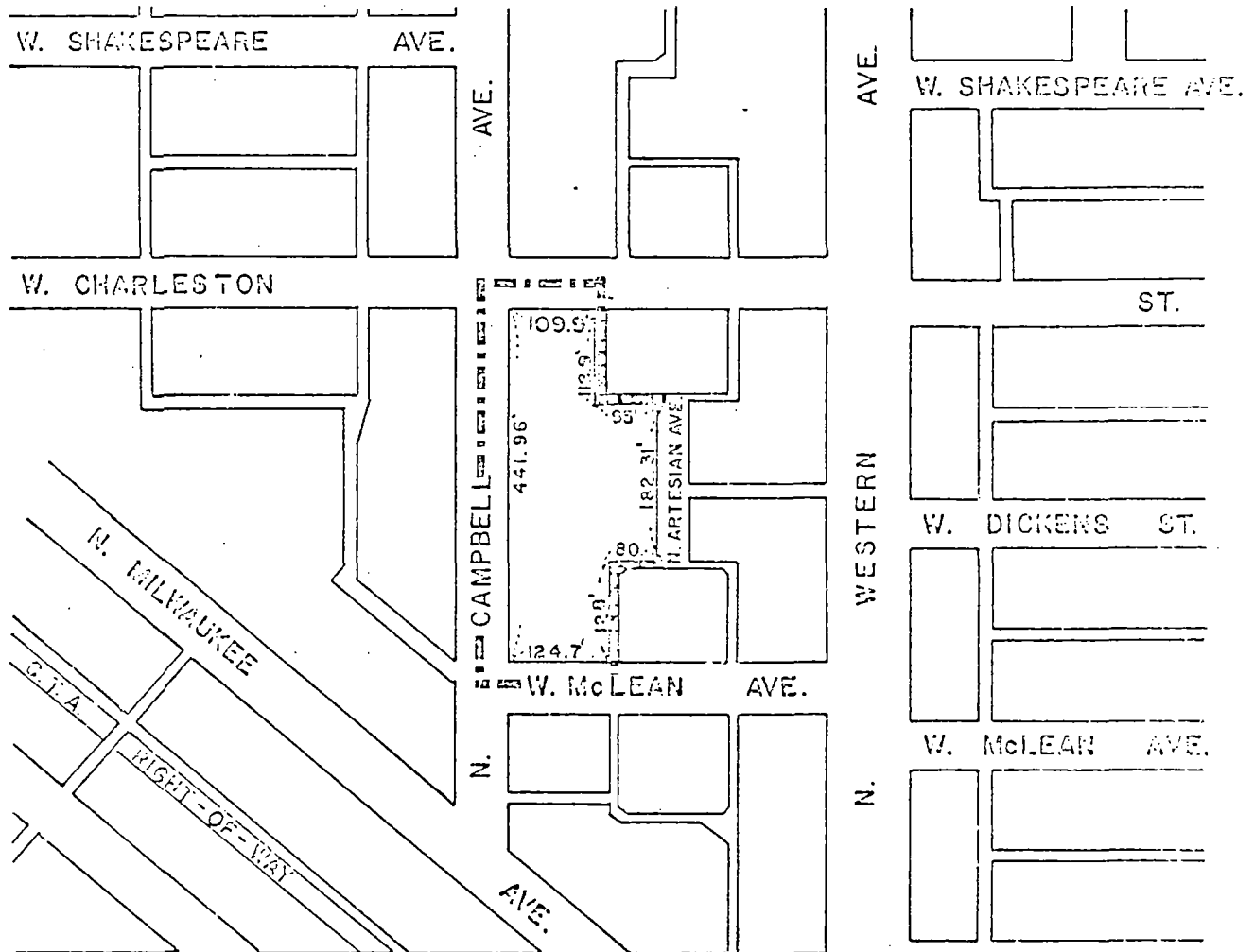
RESIDENTIAL PLANNED DEVELOPMENT  
PLAN OF DEVELOPMENT  
STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is controlled by the applicant, Capital Associates.
2. Use of land will consist of an elevator apartment structure for the elderly, off-street parking and loading and open area as authorized by this Plan of Development.
3. All applicable official reviews, approvals or permits are required to be obtained by Applicant or its successors, assigns or grantees.
4. 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.
5. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
6. 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.
7. Identification signs may be permitted with the approval of the Commissioner of Planning and the Commissioner of Inspectional Services.
8. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the Plan of Development.
9. 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.

APPLICANT: Capital Associates

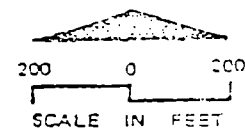
DATE: November 28, 1983

# RESIDENTIAL PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



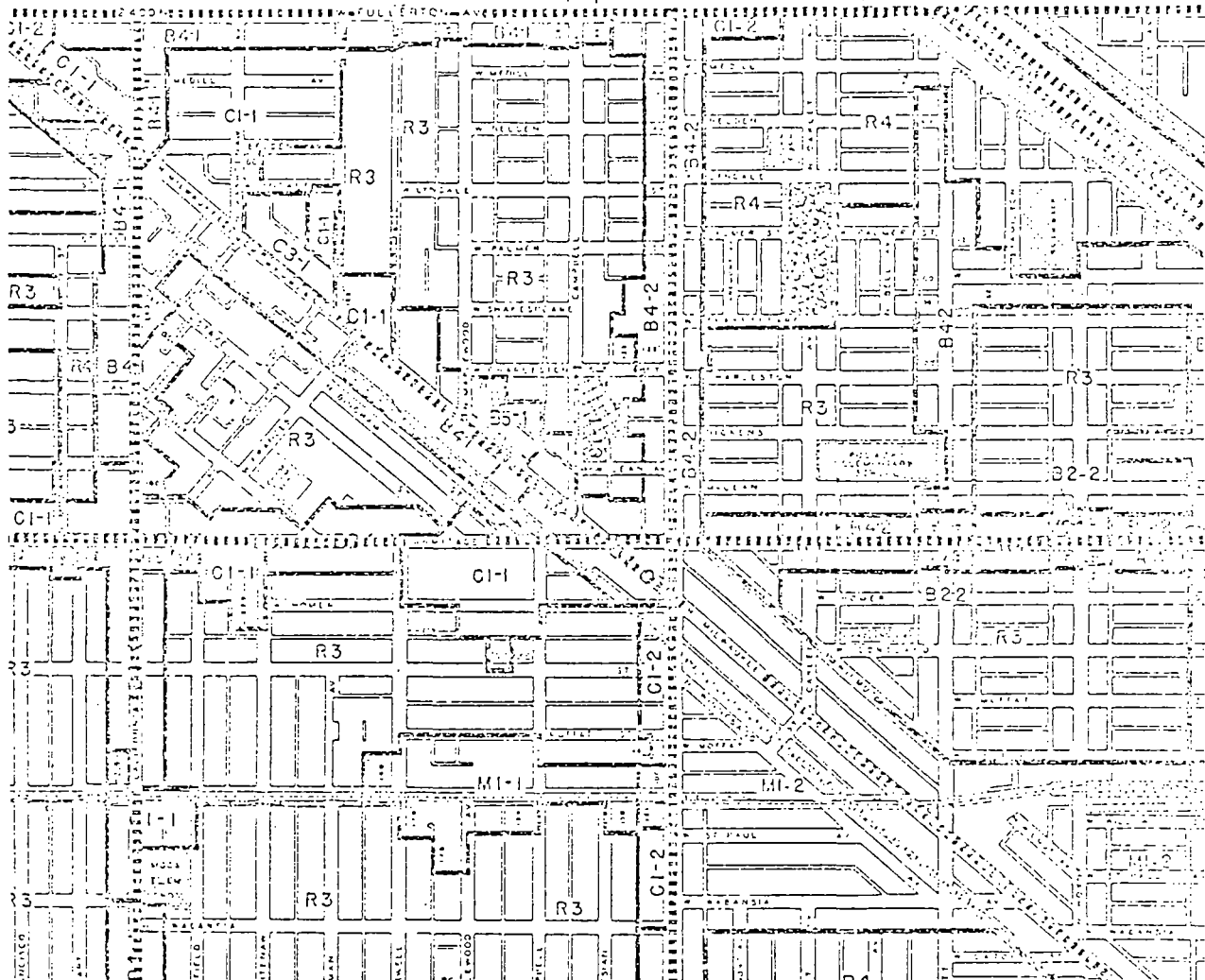
## LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

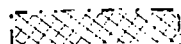
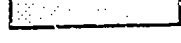
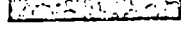


APPLICANT: CAPITAL ASSOCIATES  
DATE:

# RESIDENTIAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



## LEGEND

-  RESIDENTIAL PLANNED DEVELOPMENT
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET SYSTEM
-  PUBLIC AND QUASI-PUBLIC FACILITIES
-  PARKS AND PLAYGROUNDS

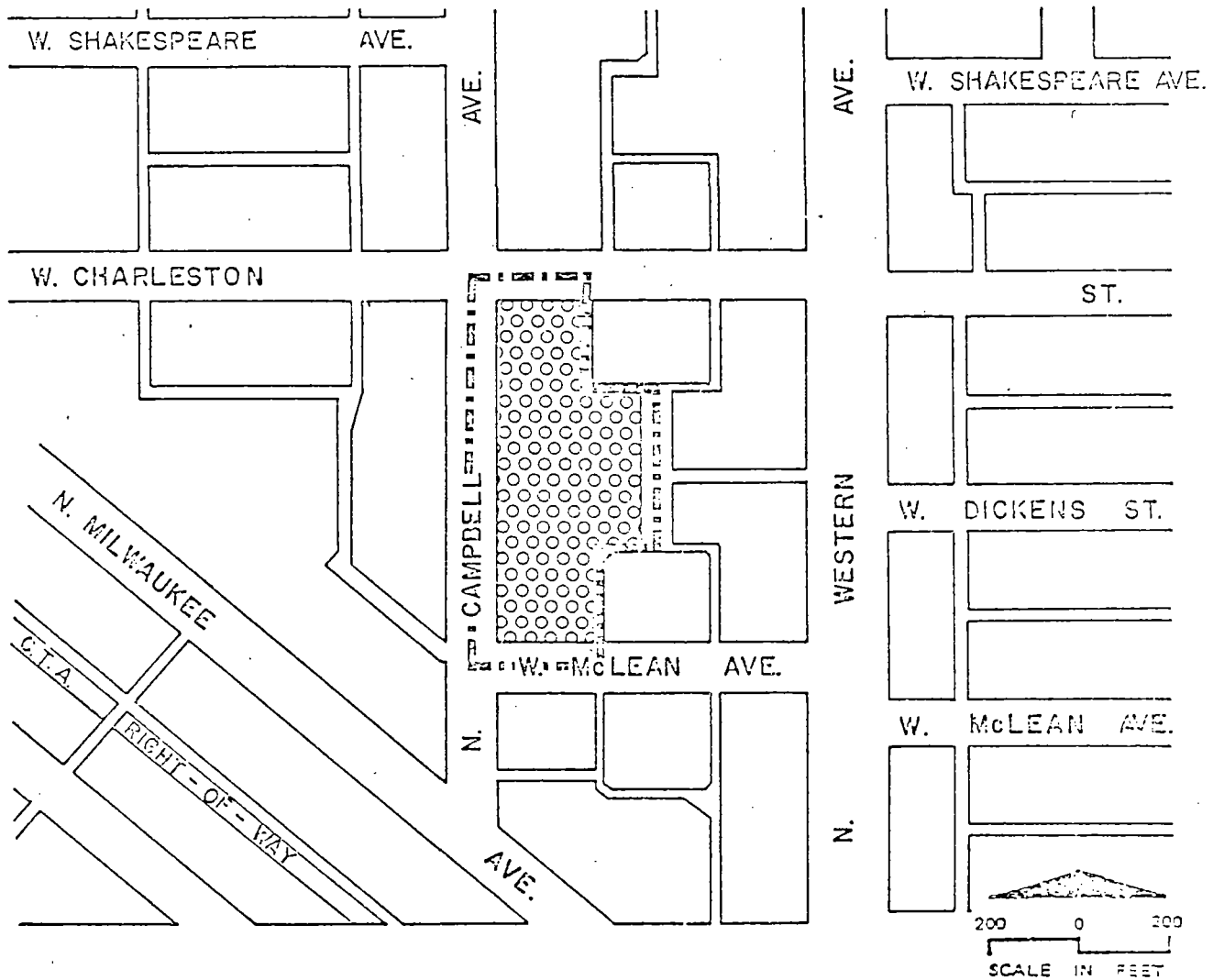


APPLICANT: CAPITAL ASSOCIATES

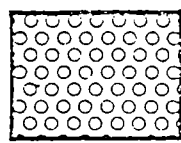
DATE:



# RESIDENTIAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



## LEGEND

-  PLANNED DEVELOPMENT BOUNDARY
-  ELEVATOR APARTMENT STRUCTURE (HOUSING FOR THE ELDERLY), OFF-STREET PARKING AND LOADING WITH OPEN AREAS.

APPLICANT: CAPITAL ASSOCIATES

DATE:

## RESIDENTIAL PLANNED DEVELOPMENT

## PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

| NET SITE AREA      |              | GENERAL DESCRIPTION<br>OF LAND USE                                                                                  | NUMBER OF<br>DWELLING<br>UNITS | MAXIMUM<br>FLOOR<br>AREA RATIO | MAXIMUM<br>PER CENT<br>OF LAND<br>COVERED |
|--------------------|--------------|---------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|-------------------------------------------|
| <u>Square Feet</u> | <u>Acres</u> |                                                                                                                     |                                |                                |                                           |
| 65,324.5           | 1.49         | Elevator apartment<br>structure (housing<br>for the elderly),<br>off-street parking<br>and loading and<br>open area | 250                            | 2.75                           | 23%                                       |

65,324.5 Sq. Ft. NET SITE + 30,546.9 Sq. Ft. = 95,871.4 (2.20 ACRES)  
GROSS SITE AREA

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 2.75

MAXIMUM NUMBER OF DWELLING UNITS = 249 Units for the Elderly  
1 for Building Engineer  
250 TOTAL UNITS

MINIMUM NUMBER OFF-STREET PARKING SPACES: 63 spaces

MINIMUM NUMBER OFF-STREET LOADING SPACES: 1 space

MINIMUM GROUND LEVEL SET-BACKS: 48 feet North  
145 feet South  
20 feet East  
60 feet West (N. Artesian)

SET-BACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHERE NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

APPLICANT: Capital Associates

DATE:

## RESIDENTIAL PLANNED DEVELOPMENT

## PLAN OF DEVELOPMENT

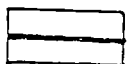
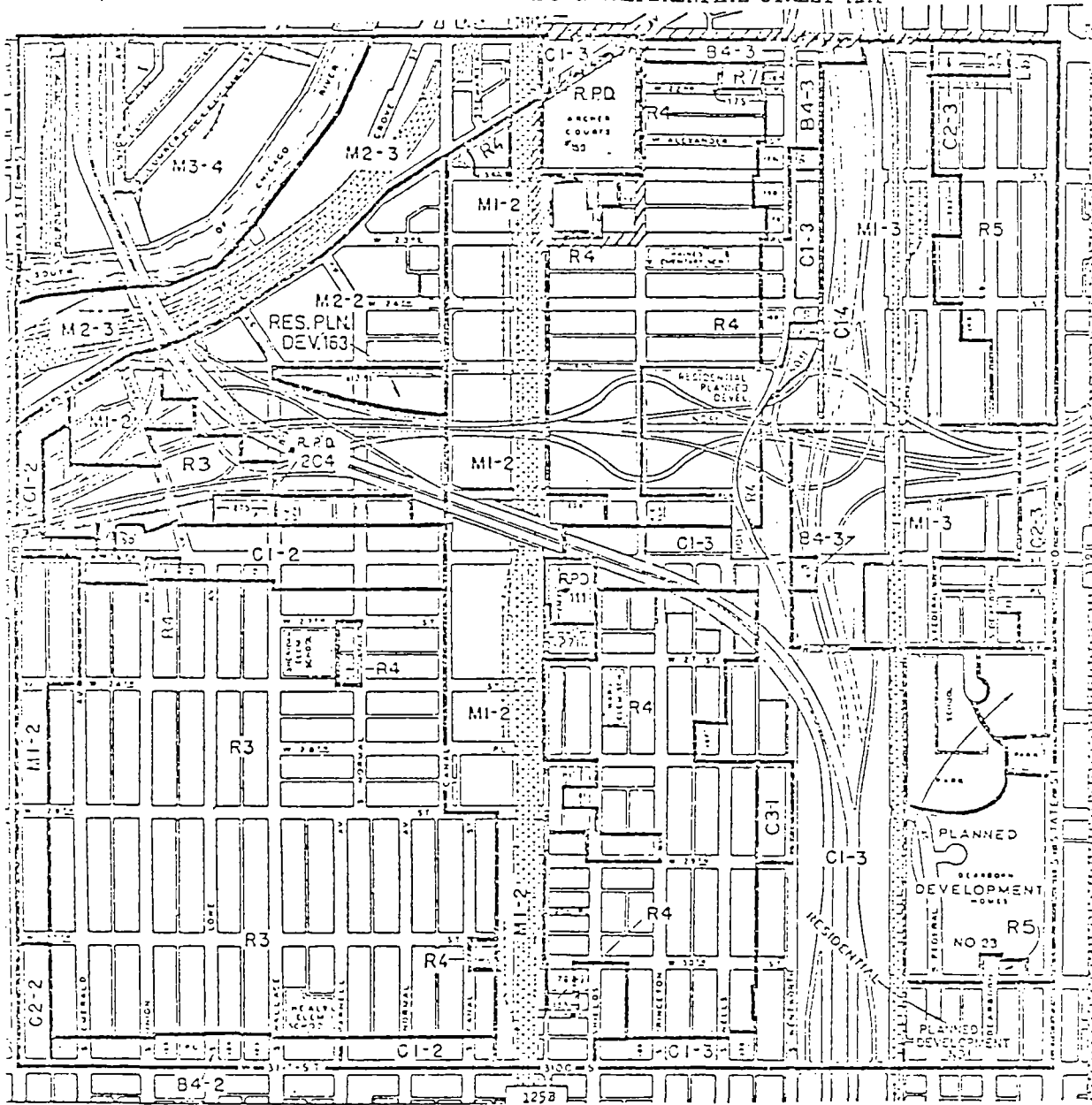
## STATEMENTS

1. The area delineated hereon as a "Business Planned Development" is owned or controlled by Chicago City Bank and Trust Co. ATUT 10278, dated 5-4-78
2. Off-Street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.
3. No dedication of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall be required.
4. All applicable official reviews, approvals or permits are required to be obtained by Trust No. 10278, or its successors, assignees or grantees.
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.  
  
Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. Use of land will consist of dwelling units and off street parking, as authorized by this Plan of Development.
7. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan), illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs may be permitted with the approval of the Commissioner of Planning.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

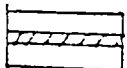
APPLICANT: Oriental Terraces, Inc.

DATE: December 14, 1983

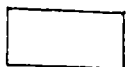
RESIDENTIAL PLANNED DEVELOPMENT  
EXISTING ZONING & PREFERENTIAL STREET MAP



ZONING DISTRICTS



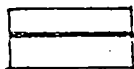
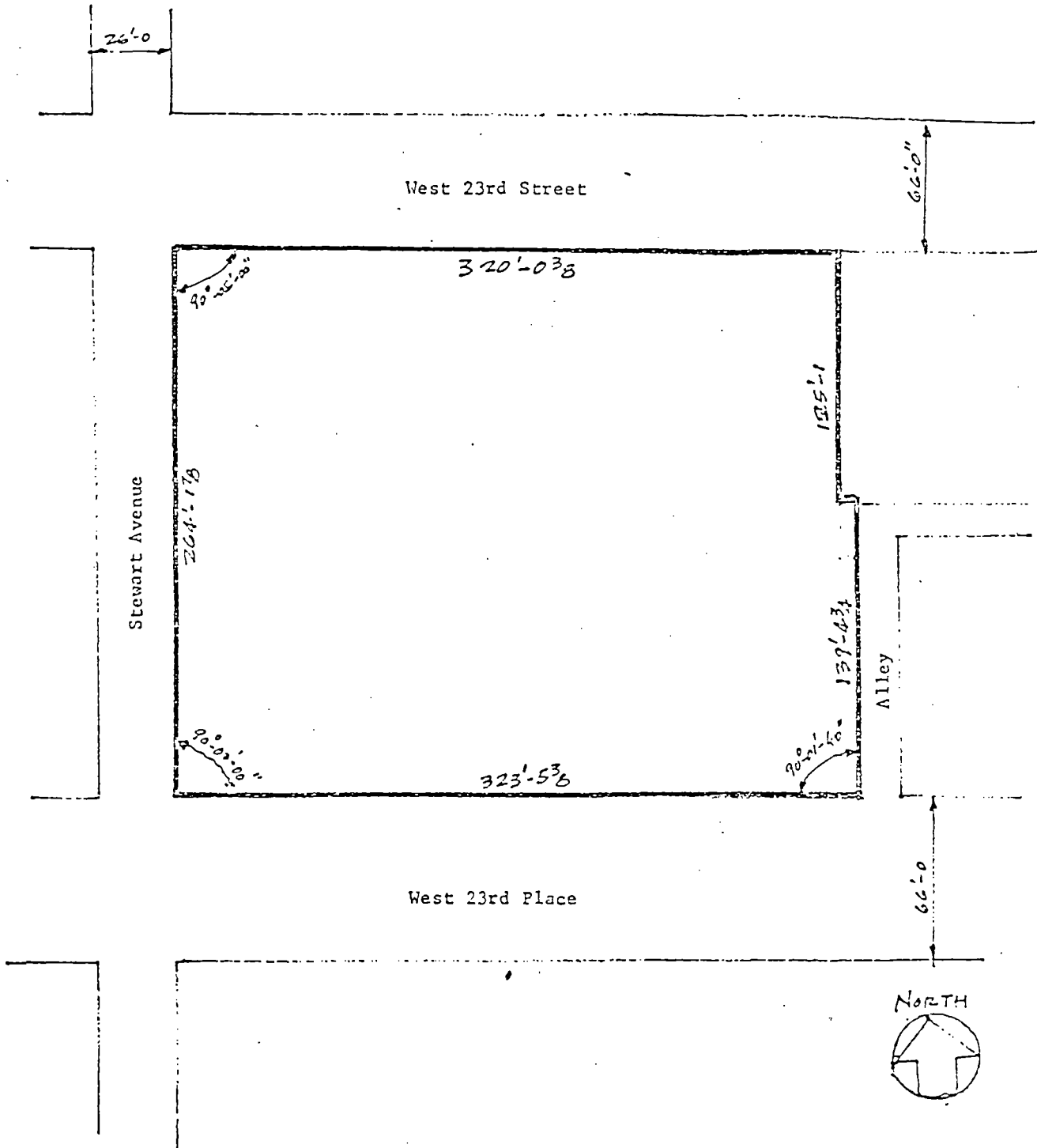
PREFERENTIAL STREETS



PLANNED DEVELOPMENT

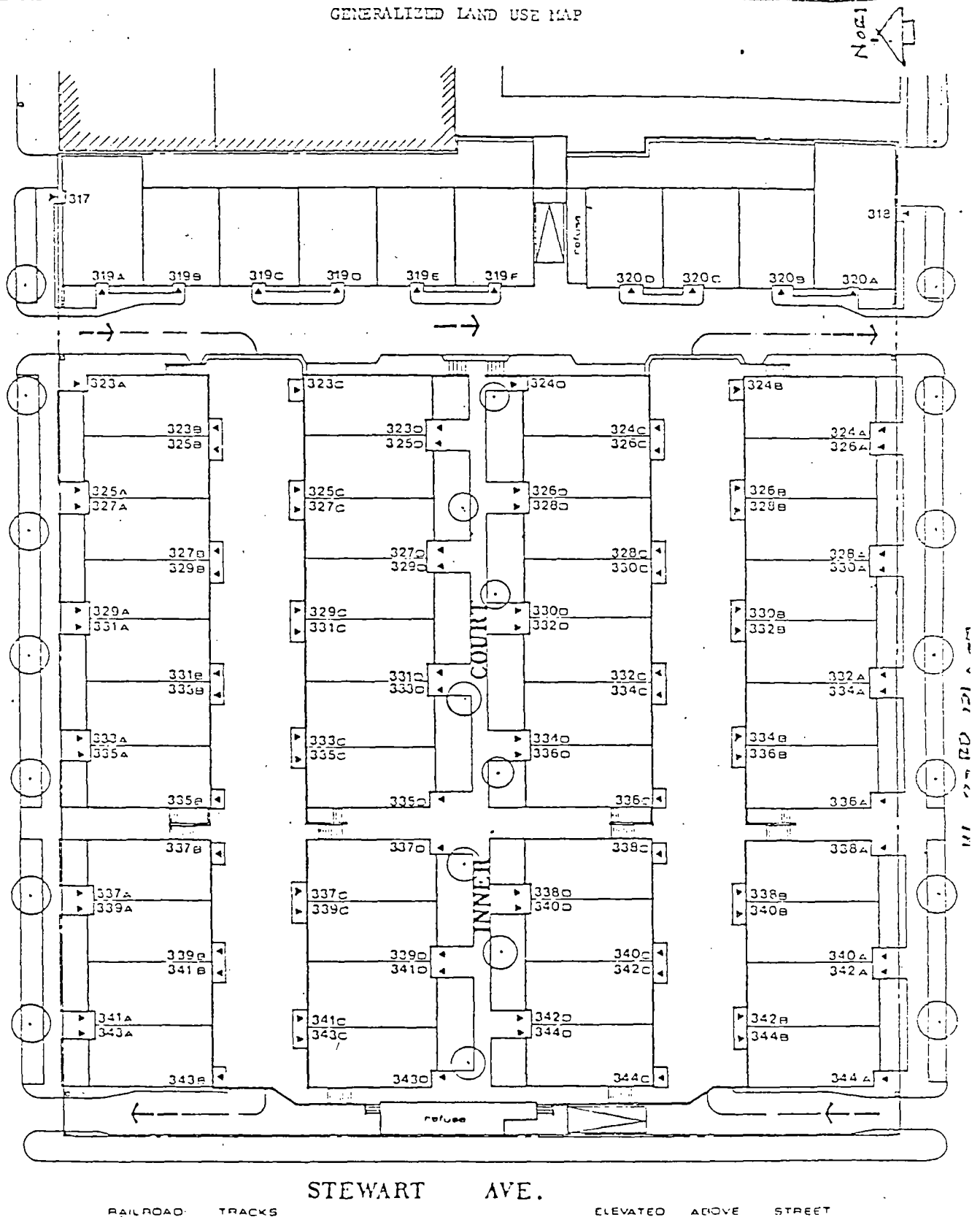
APPLICANT: Oriental Terraces,  
12-14-83

RESIDENTIAL PLANNED DEVELOPMENT  
PROPERTY LINE AND RIGHT OF WAY ADJUSTMENTS MAP

PROPERTY LINE & PLANNED DEVELOPMENT BOUNDARY

ORIENTAL TERRACES, INC.  
12-14-83



## RESIDENTIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & RULE REGULATIONS & DATA

| <u>NET SITE AREA</u>         | <u>GENERAL DESCRIPTION<br/>OF LAND USE</u>           | <u>MAXIMUM F.A.R.</u> | <u>MAXIMUM % OF<br/>LAND COVERED</u> |
|------------------------------|------------------------------------------------------|-----------------------|--------------------------------------|
| 85,012 Sq. ft.<br>1.95 Acres | 100 Townhome Units<br>& 100 onsite parking<br>spaces | 1.2487                | 35.1%                                |

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA = 2.2

MINIMUM NUMBER OF PARKING SPACES REQUIRED = 100

MINIMUM NUMBER OF OFF-STREET LOADING SPACES REQUIRED = 3      ACTUAL = 1

|                                                  |   |   |   |        |
|--------------------------------------------------|---|---|---|--------|
| MINIMUM PERIMETRY SETBACKS - NORTH PROPERTY LINE | " | " | = | 7' 0"  |
| SOUTH                                            | " | " | = | 7' 0"  |
| WEST                                             | " | " | = | 17' 0" |
| EAST                                             | " | " | = | 0' 0"  |

MAXIMUM PERCENTAGE OF LAND COVERED 35.1%

APPLICANT: Oriental Terraces, Inc.

DATE: December 14, 1983

REVISED: JANUARY 19, 1984

*Reclassification of Area Shown on Map No. 7-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 7-G in area bounded by

W. Belmont Avenue; N. Clark Street; a line 159.38 feet south of and parallel to W. Belmont Avenue; and the alley west of N. Clark Street,

to those of a C1-3 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 7-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. 7-I in area bounded by

the southwest line of the Kennedy Expressway; N. California Avenue; the alley next north of and parallel to W. Diversey Avenue; and the alley next west of and parallel to N. California Avenue,

to those of an M1-1 Restricted 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 No. 8-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 8-F in the area bounded by

W. 31st Street; the alley next east of and parallel to S. Halsted Street; a line 100 feet south of W. 31st Street; and S. Halsted Street,

to those of a B1-2 Local Retail District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 8-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 8-F in the area bounded by

a line 100 feet south of W. 31st Street; the alley next east of and parallel to S. Halsted Street; W. 33rd Street; and S. Halsted Street,

to those of a B1-2 Local Retail District, and a corresponding use district is hereby established in the area above described.



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

---

*Reclassification of Area Shown on Map No. 8-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 8-G in the area bounded by

W. 31st Street; S. Halsted Street; a line 150 feet south of W. 31st Street; and the alley next west of and parallel to S. Halsted Street,

to those of a B1-2 Local Retail District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 8-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. 8-H in the area bounded by

the alley next southeast of and parallel to Archer Avenue; the alley next north of and parallel to W. 34th; a line 125 feet long, beginning at a point 34 feet 3 5/8 inches east of the alley next southeast of and parallel to Archer Avenue and perpendicular to the alley next north of and parallel to W. 34th Street; and W. 34th Street,

to those of an M1-1 Restricted 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 No. 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 B4-2 Restricted Service District symbols and indications as shown on Map No. 9-G in the area bounded by

a line 100 feet north of and parallel to W. Belmont Avenue, a line 62 feet east of and parallel to N. Racine Avenue; W. Belmont Avenue; and N. Racine Avenue,

to those of an M1-2 Restricted 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 No. 9-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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 9-I in the area bounded by

a line 200 feet north of and parallel to W. Belmont Avenue; N. Campbell Avenue; W. Belmont Avenue; and a line 225 feet west of and parallel to N. Campbell 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 No. 9-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by supplementing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 9-J in the area bounded by

a line 75 feet southeast of N. St. Louis Avenue and perpendicular to N. Elston Avenue; the alley next northeast of and parallel to N. Elston Avenue; a line 100.17 feet southeast of N. St. Louis Avenue and perpendicular to N. Elston Avenue; and N. Elston Avenue; to reflect the establishment of a Communications Planned Development.

SECTION 2. The Communications Planned Development is specifically for the erection of an earth station receiving dish and 100 feet relay and transmission tower and in no way affects, alters, or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

---

*Reclassification of Area Shown on Map No. 11-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-H in the area bounded by

W. Wilson Avenue; N. Paulina Street; a line 292 feet south of W. Wilson Avenue; the alley next west of and parallel to N. Paulina Street; a line 192 feet south of W. Wilson Avenue; and N. Hermitage Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 22-D.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 22-D in area bounded by

E. 87th Street; a line 520.0 feet east of and parallel to S. Greenwood Avenue; a line from a point of intersecting at 520 feet east of and perpendicular to S. Greenwood Avenue and 434.0 feet south of and perpendicular to E. 87th Street to a point intersecting at 604.80 feet east of and perpendicular to S. Greenwood Avenue and 631.5 feet south of and perpendicular to E. 87th Street; a line east 631.5 feet south of and parallel to E. 87th Street; a line 295.81

feet east of and parallel to S. Greenwood Avenue; a line 311.50 feet south of and parallel to E. 87th Street; and S. Greenwood Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification of Area Shown on Map No. 26-B.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 26-B in the area bounded by

E. 104th Street; S. Hoxie Avenue; a line 24 feet south of E. 104th Street; and the alley west of S. Hoxie Avenue,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

---

**Chicago Zoning Ordinance Amended to Reclassify  
Particular Area Shown on Map 8-F.**

The Committee on Zoning submitted the following report:

CHICAGO, February 14, 1984.

*To the President and Members of the City Council:*

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to Your Committee on December 22, 1983) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY M. GABINSKI,  
*Chairman.*  
(Signed) EDWARD R. VRDOLYAK,  
*Vice-Chairman.*

On motion of Alderman Gabinski the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

*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 Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all M1-2 Restricted Manufacturing District symbols and indications as shown on Map 8-F to reflect the establishment of a Communications Planned Development for the erection of the Earth Station Receiving and Transmitting Dish on the ground level of the players' parking lot of the Comiskey Park ball grounds located at approximately 3401-17 South Shields, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving and Transmitting Dish above described and in no way affects, alters or prejudices the existing zoning regulations applicable to any other improved or unimproved portions of the above described area.

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

---

*Action Deferred--ON PROPOSED ORDINANCE TO RECLASSIFY  
PARTICULAR AREA SHOWN ON MAP 5-F.*

The Committee on Zoning submitted the following report, which was, on motion of Alderman Gabinski and Alderman Pucinski *Deferred* and ordered published:

CHICAGO, February 14, 1984.

*To the President and Members of the City Council:*

Your Committee on Zoning begs leave to recommend that your Honorable Body *Pass* the proposed ordinance, as amended, transmitted herewith (referred to Your Committee on November 14, 1983) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular area as follows:

Section 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map 5-F in the area bounded by

a line 408.19 feet north of and parallel to W. Eugenie Street; N. Clark Street; N. LaSalle Street; W. Eugenie Street; a line 250.65 feet west of and parallel to N. LaSalle Street; a line 80.05 feet north of and parallel to W. Eugenie Street; and N. Wells Street

to the designation of an R6 General Residence District, and a corresponding use district is hereby established in the area described above.

Section 2. That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map 5-F in the area bounded by

a line 408.19 feet north of and parallel to W. Eugenie Street; N. Clark Street; N. LaSalle Street; W. Eugenie Street; a line 250.65 feet west of and parallel to N. LaSalle Street; a line 80.05 feet north of and parallel to W. Eugenie Street; and N. Wells Street

to the designation of a Residential Planned Development.

This recommendation was concurred in by 9 members of the committee with 1 dissenting vote.

Respectfully submitted,  
(Signed) TERRY M. GABINSKI,  
*Chairman.*

(Signed) EDWARD R. VRDOLYAK,  
*Vice-Chairman.*

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

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

*Section 1.* That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 5-F in the area bounded by

a line 408.19 feet north of and parallel to W. Eugenie Street; N. Clark Street; N. LaSalle Street; W. Eugenie Street; a line 250.65 feet west of and parallel to N. LaSalle Street; a line 80.05 feet north of and parallel to W. Eugenie Street; and N. Wells Street

to the designation of an R6 General Residence District, and a corresponding use district is hereby established in the area described above.

*Section 2.* That the Chicago Zoning Ordinance be amended by changing all the R6 General Residence District symbols and indications as shown on Map No. 5-F in the area bounded by

a line 408.19 feet north of and parallel to W. Eugenie Street; N. Clark Street; N. LaSalle Street; W. Eugenie Street; a line 250.65 feet west of and parallel to N. LaSalle Street; a line 80.05 feet north of and parallel to W. Eugenie Street; and N. Wells Street

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Residential Planned Development printed on pages 5135  
through 5141 of this Journal.

*Section 3.* This ordinance shall be in force and effect from and after their passage and due publication.

---

#### JOINT COMMITTEE ON BUILDINGS AND ZONING.

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##### Issuance of Permits Authorized for Erection of Illuminated Signs.

The Joint Committee on Buildings and Zoning submitted the following report:

CHICAGO, February 8, 1984.

*To the President and Members of the City Council:*

Your Joint Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred January 20, 1984) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) TERRY M. GABINSKI,  
*Chairman,*  
*Zoning Committee.*

(Signed) FRED B. ROTI,  
*Chairman,*  
*Buildings Committee.*

On motion of Alderman Gabinski the committee's recommendations were *Concurred In* and said proposed orders were *Passed*, by yeas and nays as follows:

(Continued on page 5142)

PLAN OF DEVELOPMENTRESIDENTIAL PLANNED DEVELOPMENT NO.STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 128,593 square feet of real property bounded on the north by a line 408.19 feet north of and parallel to West Eugenie Street; on the east by North Clark Street and North LaSalle Street; on the south by West Eugenie Street, a line 250.65 feet west of and parallel to North LaSalle Street, and a line 30.05 feet north of and parallel to West Eugenie Street; and on the west by North Wells Street (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by the Michigan Avenue National Bank, as trustee for Trust No. 1810, dated September 1, 1970. The sole beneficiary of Trust No. 1810 is Park Place Associates, which has entered into a contract granting Capital Associates Development Corporation, the Applicant herein, the option to purchase the property.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way shall require

APPLICANT: Capital Associates Development Corporation  
1122 North LaSalle Street  
Chicago, Illinois 60610

DATE: November 14, 1983

a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.

4. The following uses shall be permitted within the Planned Development: residential and related uses, including swimming pool and health or exercise facilities, and off-street parking.

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 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. Any fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum width of sixteen feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.

6. The height restriction of the development and any appurtenance attached thereto shall be subject to:

- (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration; and

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DATE: November 14, 1983

- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
- (3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

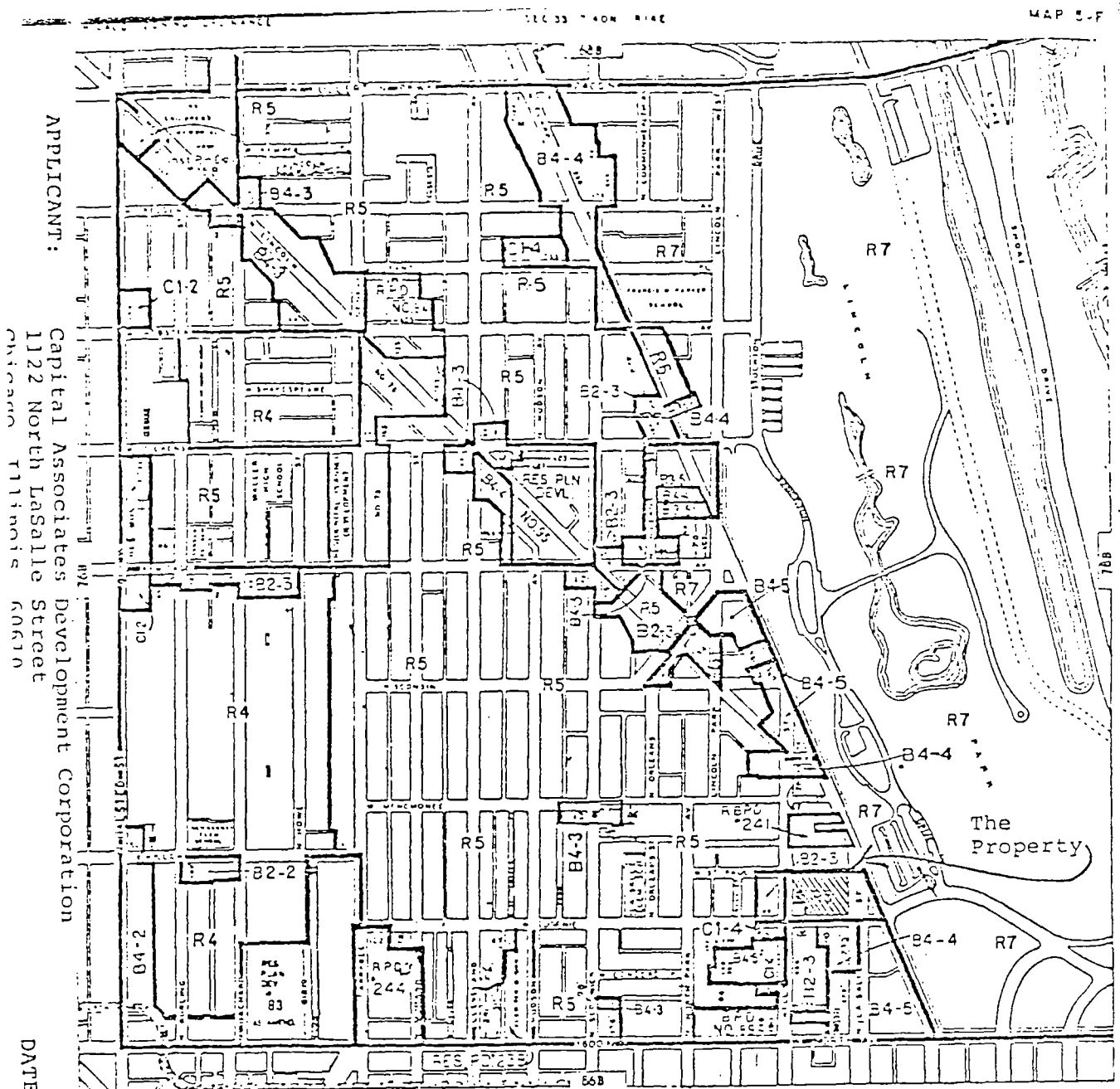
8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

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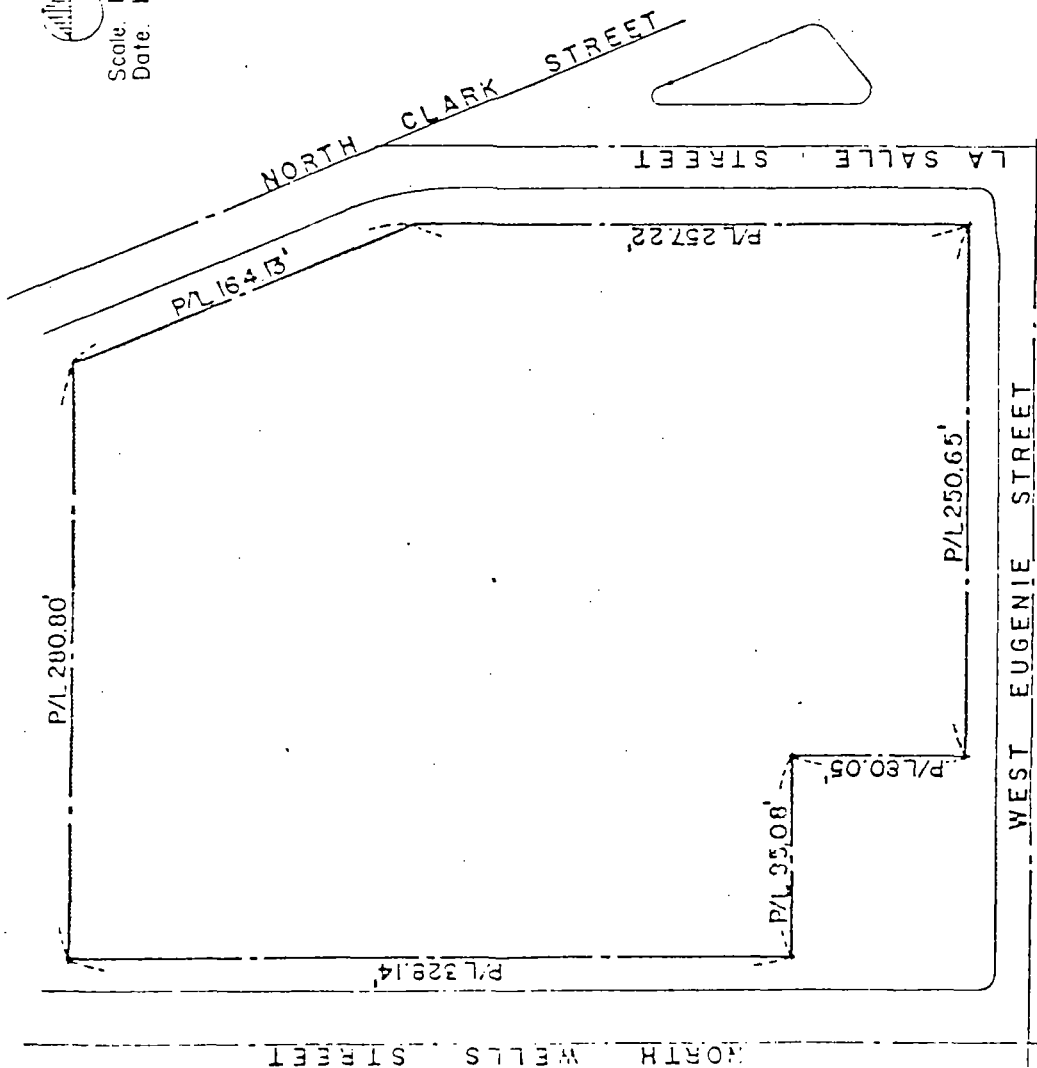




DATE: November 14, 1983

KEY:  
SHADED AREA:  
Residential and related uses,  
including swimming pools,  
Exercise facilities and off  
street parking.

Scale: 1" = 80'  
Date: 11-11-83



PLANNED DEVELOPMENT:  
EUGENIE - LA SALLE;  
GENERAL LAND USE MAP

DATE: November 14, 1983

APPLICANT:  
Capital Associates Development Corporation  
1122 North LaSalle Street  
Chicago, Illinois 60610



RESIDENTIAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
PLANNED DEVELOPMENT USE AND BULK REGULATION AND DATA

Net Site Area:

128,593 square feet, or 2.952 acres

General Description of Land Use:

Residential and related uses, including swimming pools and exercise facilities, and off-street parking

Maximum Building Height:

422 feet, 4 inches (El. 452 ft., 8 inches (including C.C.D.))

Maximum F.A.R.:

5.98

Maximum % of Land Covered at Grade:

74.5%

Gross Site Area:

(Gross site area = net site area (128,593 sq. ft.) + area of public street (39,039 sq. ft.))

167,632 square feet, or 3.848 acres

Minimum Number of Required Parking Spaces:

388

Minimum Number of Loading Spaces:

4

Maximum Number of Dwelling Units:

648

Maximum Number of Efficiency Units Permitted:

204

APPLICANT: Capital Associates Development Corporation  
1122 North LaSalle Street  
Chicago, Illinois 60610

DATE: November 14, 1983; Amended February 14, 1984

(Continued from page 5134)

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following are said orders as passed:

*Ordered* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs Inc., No. 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over \_\_\_ feet in height and/or over 100 square feet (in area of one face) at No. 3434 E. 106th Street, Angelo's (Firestone) Car Care Center:

Dimensions: length 18 feet, height 6 feet 4 inches  
Height Above Grade/Roof to Top of Sign: 20 feet  
Total Square Foot Area: 115.2 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corporation, No. 140 E. Tower Drive, Burr Ridge, Illinois 60521, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3414 N. Harlem Avenue:

Dimensions: length 14 feet, height 7 feet  
Height Above Grade/Roof to Top of Sign: 34 feet  
Total Square Foot Area: 98 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 2529 S. Wabash, various advertisers:

Dimensions: length 61 feet, height 18 feet  
Height Above Grade/Roof to Top of Sign: 83 feet  
Total Square Foot Area: 1,098 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, Illinois 60609, for erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 4150 N. Lowell Avenue, various advertisers:

Dimensions: length 61 feet, height 18 feet  
Height Above Grade/Roof to Top of Sign: 95 feet  
Total Square Foot Area: 1,098 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Nos. 5201-5203 W. Lawrence Avenue, various advertisers:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 83 feet  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, No. 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 5259 N. Northwest Highway, various advertisers:

Dimensions: length 61 feet, height 18 feet  
Height Above Grade/Roof to Top of Sign: 110 feet  
Total Square Foot Area: 1,098 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., No. 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 801 S. Cicero Avenue, general advertisers - various copy:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 85 feet (plus 5 feet for temporary extensions, when needed)  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., No. 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at No. 5917-5919 S. Wentworth Avenue, general advertisers - various copy:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 80 feet (plus 5 feet for temporary extensions, when needed)  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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## MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

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*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.*

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### 1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

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#### *Referred--*PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| <i>Alderman</i>    | <i>Location, Distance and Time</i>                                                         |
|--------------------|--------------------------------------------------------------------------------------------|
| Mell (33rd Ward)   | W. Diversey Avenue, at 3149-3153 --8:00 A. M. to 4:00 P. M. -- Monday through Friday;      |
| Orbach (46th Ward) | N. Sheridan Road (west side) at 4526 -- 7:00 A. M. to 7:00 P. M. -- Monday through Friday. |

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#### *Referred--*PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO EASTERLY DIRECTION ON PORTION OF W. KINZIE ST.

Alderman Natarus (42nd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on W. Kinzie Street between N. LaSalle Street and N. Dearborn Street; which was *Referred to the Committee on Traffic Control and Safety*.

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#### *Referred--*PROPOSED ORDINANCE TO AMEND AREA FOR MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF S. RUTHERFORD AV.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to restrict the movement of

vehicular traffic to a southerly direction on S. Rutherford Avenue between W. 51st Street and the first alley north of S. Archer Avenue (instead of between W. 51st Street and S. Archer Avenue); which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PARKING  
LIMITATION ON PORTION OF S. KOSTNER AV.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the limitation against the parking of vehicles to one hour periods on both sides of S. Kostner Avenue from W. 47th Street to W. 48th Street from 9:00 A.M. to 4:00 P. M., except Saturdays, Sundays and holidays; which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred--*PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES  
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| <i>Alderman</i>        | <i>Location and Distance</i>                                                              |
|------------------------|-------------------------------------------------------------------------------------------|
| Hutchinson (9th Ward)  | S. Princeton Avenue (both sides) at 11902 and 11903;                                      |
| Majerczyk (12th Ward)  | S. Artesian Avenue, at 4026 (except for handicapped);                                     |
| Mell (33rd Ward)       | W. Armitage Avenue (south side) from N. Fairfield Avenue to a point 60 feet west thereof; |
| Laurino (39th Ward)    | N. Bernard Avenue (west side) at 5050 (except for handicapped);                           |
| Oberman (43rd Ward)    | N. Southport Avenue (east side) at 2729 (except for handicapped).                         |
| McLaughlin (45th Ward) | N. Marmora Avenue (west side) at 5040 (except for handicapped).                           |

---

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PARKING  
OF VEHICLES DURING SPECIFIED HOURS ON  
PORTION OF W. 63rd PL.

Alderman Krystyniak (23rd) presented a proposed ordinance to prohibit the parking of vehicles on both sides of W. 63rd Place from S. Narragansett Avenue to the first alley west thereof from 8:00 A.M. to 4:00 P.M. on Monday through Friday; which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred--*PROPOSED ORDINANCES TO ESTABLISH TOW-AWAY  
ZONES AT SPECIFIED LOCATIONS.

Alderman Krystyniak (23rd) presented two proposed ordinances to establish "tow-away" zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:



| <i>Location</i>                                     | <i>Distance and Time</i>                                                         |
|-----------------------------------------------------|----------------------------------------------------------------------------------|
| First alley south of 54th Street<br>(south side)    | Between S. Millard Avenue and the railroad<br>tracks east thereof--at all times; |
| First alley north of W. 55th Street<br>(north side) | Between S. Millard Avenue and the railroad<br>tracks east thereof--at all times. |

---

*Referred--*PROPOSED ORDER FOR INSTALLATION OF PRIVATE  
BENEFIT TRAFFIC CONTROL SIGNAL AT SPECIFIED  
LOCATION.

Alderman Banks for Alderman Roti (1st Ward) presented a proposed order for the installation of a private benefit traffic-control signal on W. Van Buren Street between S. LaSalle Street and S. Financial Place (Sherman Street); which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred--*PROPOSED ORDERS FOR INSTALLATION OF  
TRAFFIC SIGNS.

The alderman 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:

| <i>Alderman</i>        | <i>Location and Type of Sign</i>                                                                                                                                 |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Huels (11th Ward)      | W. 40th Street and S. Morgan Street--"2-Way Stop";<br><br>S. Morgan Street and W. 50th Street--"Stop";                                                           |
| Majerczyk (12th Ward)  | W. 44th Street and S. Rockwell Street--"4-Way Stop";                                                                                                             |
| Krystyniak (23rd Ward) | W. 51st Street and S. Kenneth Avenue--"3-Way Stop";                                                                                                              |
| Hagopian (30th Ward)   | W. Belden Avenue and N. Lowell Avenue--"Stop";                                                                                                                   |
| Mell (33rd Ward)       | N. Albany Avenue and W. Wellington Avenue--"Stop";<br><br>W. Altgeld Street and N. Francisco Avenue--"Stop";<br><br>N. Troy Street and W. Roscoe Street--"Stop"; |
| Natarus (42nd Ward)    | E. Chicago Avenue and N. Seneca Street--"3-Way Stop".                                                                                                            |

---

2. ZONING ORDINANCE AMENDMENT.

Alderman Banks (36th Ward) presented a proposed ordinance to amend the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

the alley next north of W. Diversey Avenue; a line 57.35 feet east of N. Meade Avenue; W. Diversey Avenue; and N. Meade Avenue.

---

**3. CLAIMS.**

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Claims against the City of Chicago were presented by the aldermen designated below, respectively for the claimant named, which were *Referred to the Committee on Claims and Liabilities*, as follows:

| <i>Alderman</i>        | <i>Claimant</i>                    |
|------------------------|------------------------------------|
| Majerczyk (12th Ward)  | Michael S. Drozden;                |
| Streeter (17th Ward)   | Nancy L. Woullard;                 |
| Krystyniak (23rd Ward) | Anglyn M. Vaci, Barbara Mulvaney;  |
| Mell (33rd Ward)       | Frank Henning and Hollis Brosseit; |
| Stone (50th Ward)      | Adolph Schwimmer, Joseph Celano.   |

---

**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 for

**ALDERMAN ROTI (1st Ward):**

**Drafting of Ordinance Directed for Vacation of Specified  
Public Alley.**

A proposed order, presented by Alderman Stone, reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west public alley in the area bounded by W. Arcade Place, W. Monroe Street, S. LaSalle Street and S. Clark Street (16-1-84-882); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Stone the foregoing proposed order was *Passed*.

---

*Referred*--PROPOSED ORDINANCE TO ESTABLISH TAXICAB STAND  
543 ON PORTION OF S. WACKER DR.

Also a proposed ordinance, presented by Alderman Stone, to establish taxicab stand 543 on S. Wacker Drive, along the west curb, from a point 154 feet north of the north property line of W. Monroe Street to a point 90 feet north thereof for five vehicles.--*Referred to the Committee on Local Transportation*.

---

*Referred*--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

Also a proposed ordinance, presented by Alderman Banks, to grant permission and authority to The Chicago Club to maintain and use subsurface space or vaults on two levels along E. Van Buren Street and S. Michigan Avenue.--*Referred to the Committee on Streets and Alleys*.

---

*Referred*---PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND  
MAINTAIN CANOPY.

Also a proposed order, presented by Alderman Banks, for issuance of a permit to D' Last Studio to construct, maintain and use a canopy attached to the building or structure at 17 W. Jackson Boulevard.--*Referred to the Committee on Streets and Alleys.*

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Presented by

**ALDERMAN MAJERCZYK (12th Ward) and OTHERS:**

*Referred--*PROPOSED RESOLUTION TO PROHIBIT FUTURE CONTRACTS  
BETWEEN CITY AND WESTINGHOUSE ELECTRIC, ETC.

A proposed resolution, presented by Aldermen Majerczyk, Stemberk and Orr, which would prohibit future contracts and business between the City of Chicago and Westinghouse Electric or any of its subsidiaries if the manufacturing plant at 41st Street and Pulaski Road is closed without the workers being paid plant closing benefits as the union has requested.--*Referred to the Committee on Employment.*

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Presented by

**ALDERMAN MADRZYK (13th Ward):**

*Referred--*PROPOSED ORDER TO MEMORIALIZE C.T.A. TO ESTABLISH  
BUS PASSENGER SHELTER AT SPECIFIED INTERSECTION.

A proposed order to memorialize the Chicago Transit Authority to establish a bus passenger shelter on the southeast corner of 71st Street and Pulaski Road to service eastbound buses.--*Referred to the Committee on Local Transportation.*

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Presented by

**ALDERMAN KRYSTYNIAK (23rd Ward):**

*Referred--*PROPOSED ORDINANCE TO APPROVE PLAT OF  
SUBDIVISION AT SPECIFIED LOCATION.

A proposed ordinance to approve a plat of Nelson School Subdivision lying between W. 50th Place and W. 51st Street having a frontage of one hundred twenty-five feet along both streets and located west of a line approximately one hundred fifty feet west of S. Ridgeway Avenue.--*Referred to the Committee on Streets and Alleys.*

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Presented by

**ALDERMAN SANTIAGO (31st Ward) and ALDERMAN ORR (49th Ward):**

*Referred--*PROPOSED RESOLUTION TO PROVIDE ENERGY ASSISTANCE  
PAYMENTS TO LOW-INCOME CHICAGOANS TO PAY WINTER HEATING  
BILLS.

A proposed resolution urging that actual City revenues and expenditures be monitored, including the extent to which utility tax revenues exceed projections, in order to provide, if fiscally feasible, a supplemental appropriation of up to five million dollars to assist low-income Chicagoans to pay their heating bills, especially families with children and senior citizens.--*Referred to the Committee on Finance.*

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Presented by

**ALDERMAN NATARUS (42nd Ward):**

**Drafting of Ordinance Directed for Vacation of Specified  
Public Alley.**

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the entire 10-foot east-west public alley, all in the block bounded by W. Kinzie Street, N. Dearborn Street, W. Carroll Avenue, and N. Clark Street, for the following enumerated adjacent owner: LaSalle National Bank, trustee under trust agreement dated June 29, 1981, known as Trust No. 104102; said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus the foregoing proposed order was *Passed*.

**Drafting of Ordinance Directed for Vacation of Portion  
of W. Carroll Av.**

Also a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the entire 80-foot east-west public street known as West Carroll Avenue, between North Dearborn Street and North Clark Street for the following enumerated adjacent owner: LaSalle National Bank, trustee under trust agreement dated June 29, 1981, known as Trust 104102; said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus the foregoing proposed order was *Passed*.

***Referred*--PROPOSED ORDINANCE TO ESTABLISH BUS STAND  
ON PORTION OF W. HUBBARD ST.**

Also a proposed ordinance to establish a bus stand at the south curb of W. Hubbard Street from a point 30 feet west of the west property line on N. Wells Street to a point 150 feet west thereof.  
*--Referred to the Committee on Local Transportation.*

***Referred*--PROPOSED ORDER FOR PERMITS TO INSTALL BRICK  
SIDEWALK ON PORTION OF W. ELM ST.**

Also a proposed order to issue the necessary permits to Biggs Restaurant, Inc., 1150 N. Dearborn Street, for the installation of a brick sidewalk at 54 W. Elm Street.  
*--Referred to the Committee on Streets and Alleys.*

***Referred*--PROPOSED ORDINANCE TO REPEAL AMENDING  
ORDINANCE IN REFERENCE TO TRAFFIC  
WARNING SIGNS.**

Also a proposed ordinance which would repeal the amending ordinance passed on June 28, 1983, C.J.P. p. 317, in reference to certain stop signs at E. Grand Avenue and N. Seneca Street.  
*--Referred to the Committee on Traffic Control and Safety.*

**Presented By**

**ALDERMAN OBERMAN (43rd Ward):**

***Referred*--PROPOSED RESOLUTION URGING U.S. SENATE TO  
REVIEW AND CONSENT TO ACTIONS OF GENOCIDE  
CONVENTION.**

A proposed resolution urging the United States Senate to review and give its advice and consent to the Genocide Convention, to express our country's desire to participate in the building of international order based on law and justice, etc.--*Referred to the Committee on Intergovernmental Relations.*

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Presented by

ALDERMAN HANSEN (44th Ward):

Drafting of Ordinance Directed for Vacation of  
Specified Triangular Area.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of a triangular area at the northwest corner of N. Clark Street and Addison Street, lying southwesterly of a line 9.5 feet southwesterly of the southwesterly line of N. Clark Street extended southeasterly; and lying north of the north line of W. Addison Street extended east (20-44-83-853); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hansen, the foregoing proposed order was *Passed*.

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Presented by

ALDERMAN ORBACH (46th Ward):

Tribute to Late J. Warren McCaffrey.

A proposed resolution reading as follows:

WHEREAS, J. Warren McCaffrey, a distinguished lawyer, a humane and sympathetic jurist, a diligent worker on behalf of the City of Chicago, and a devoted lay leader who served as a member of Catholic Charities, and as a trustee of The Illinois Institute of Technology, was summoned to his eternal reward and thereby was laid to rest an outstanding career of a wonderful citizen of our community; and

WHEREAS, J. Warren McCaffrey who served for eight years as Associate Judge of the Cook County Circuit Court, whose judicious expertise earned him recognition and admiration by the members of the Bar and of the litigants who respected him for his decisions made in a very sympathetic manner; and

WHEREAS, He was duly recognized in his labors for the right of mankind to worship, work and play, free from discrimination, he was a builder of fairness and justice for all humanity, and who inculcated in his son, John W. McCaffrey the same spirit of service to his people in an inspirational manner; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 15th day of February, 1984, do hereby extend our heartfelt sympathy to his widow, Agnes, his son, John, and his two daughters, Mary Ellen Dillon and Therese McConville, and we voice our appreciation of the inspirational presence that J. Warren McCaffrey had given to our community; and

*Be It Further Resolved*, That a copy of this resolution be submitted to Agnes L. McCaffrey and the members of her family.

Alderman Orbach 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 Orbach, the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN STONE (50th Ward):

**Building Declared Public Nuisance and Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 2208-2212 W. Granville 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 2208-2212 W. Granville Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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Presented by

ALDERMAN STONE (50th Ward) and OTHERS:

**Honor and Congratulations Extended to Alderman Anthony  
Laurino on Occasion of His Service Recognition by  
Great Republic of Italy.**

A proposed resolution, presented by Aldermen Stone, Roti, Marzullo, Nardulli, Banks and Damato, reading as follows:

WHEREAS, On February 17, 1984, at Sokol Hall, the Consul General of the Republic of Italy will officiate in the installation of Alderman Anthony Laurino as a cavalier of the Italian Republic, "Cavaliere Ufficiale Nell' Ordine Al Merito Della Repubblica Italiana"; and

WHEREAS, Alderman Anthony Laurino, the youngest child of Italian immigrants, has distinguished himself, his community, his city, his state, his country, over his entire lifetime; and

WHEREAS, Anthony Laurino began his service to the City of Chicago on July 13, 1931, when he was employed as a clerk by the Department of Water and in March, 1946, became a license investigator in the City Collector's Office, and in the spring of 1965 was elected to the Office of Alderman of the 39th Ward and has been re-elected to that position in each and every election thereafter until today he ranks second in seniority in the Chicago City Council; and

WHEREAS, Alderman Anthony Laurino has performed dedicated service within the Chicago City Council and has served as Chairman of the Committee on License and is presently serving as Chairman of the Committee on Traffic Control and Safety; and

WHEREAS, Alderman Anthony Laurino has been dedicated to the principles of the Democratic Party, having served as the Ward Committeeman of the Democratic Party in the 39th Ward since

1964 and having attended and been active and influential in Democratic National Conventions and State Conventions since 1936; and

WHEREAS, Alderman Anthony Laurino has served as a member of the West Suburban Chapter of the Joint Civic Committee of Italian Americans, the Holy Name Society of St. Edwards Church, The Advisory Board to the Albany Park Community Day Center, the Sauganash and Edgebrook Community Associations, and as a 4th Degree Knight in the Tonti Council of the Knights of Columbus; and

WHEREAS, He is, also, committed to charitable causes and his exemplary accomplishments and dedication to his community has been recognized by the Mayfair Lions Club, the Albany Park Community Center, the North River Commission, the Peterson Park Association, the Jewish Home for the Blind, and numerous other community organizations; now, therefore,

*Be It Resolved*, That his colleagues in the City Council of the City of Chicago do hereby honor Alderman Anthony Laurino on the occasion of the recognition of his service and his heritage by the Great Republic of Italy on this 15th day of February, 1984; and

*Be It Further Resolved*, That an appropriate copy of this resolution be presented to Alderman Anthony Laurino.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Stone, seconded by Aldermen Pucinski, Gabinski, Burke, O'Connor, Bloom, Volini, Natarus, Damato, Frost, Orbach, Vrdolyak, Hagopian, and a standing ovation, the foregoing proposed resolution was *Adopted*.

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#### 5.FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

##### *Free Permits:*

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago--for the construction of a heliport on the roof of the University's Hospital on the premises known as 5815 S. Maryland Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Lawrence Hall School for Boys--for a new addition on the premises known as 4833 N. Francisco Avenue.

BY ALDERMAN NATARUS (42nd Ward):

The Eleanor Association, 211 E. Chicago Avenue, Suite 1010, Chicago--for renovation of existing building on the premises known as 1550 N. Dearborn Parkway.

##### *License Fee Exemptions:*

BY ALDERMAN RUSH (2nd Ward):

Michael Reese Hospital and Medical Center, E. 29th Street and S. Ellis Avenue (5).

BY ALDERMAN SANTIAGO (31st Ward):

Trinidad Lutheran Day Care Center, 2846 W. Cortez Street.

BY ALDERMAN PUCINSKI (41st Ward):

Edison Park Lutheran Church Day Care Center, 6226 N. Oliphant Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Holy Family After-School Program (Lutheran Social Services of Illinois), 542 W. Hobbie Street.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, 2035 N. Lincoln Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN EVANS (4th Ward):

Hyde Park Neighborhood Club, 5480 S. Kenwood Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN NARDULLI (26th Ward):

Inner City Impact, 2704 W. North Avenue--elevator inspection.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, sundry locations--building inspections.

BY ALDERWOMAN VOLINI (48th Ward):

Edgewater Head Start Center (Hull House Association), 1020 W. Bryn Mawr Avenue--institution inspection.

*Water Rate Exemptions:*

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, 5608-42 S. Stony Island Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Lake Shore Drive Synagogue, 66-70 E. Elm Street.

*Refund of Fee:*

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, 5801 S. Ellis Avenue--Refund of Building Permit No. 636049 for the amount of \$966.25.

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APPROVAL OF JOURNAL OF PROCEEDINGS.

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Journal (February 8, 1984).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, February 8, 1984, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal as follows:

Page 4775 - by adding the following committee report and ordinance immediately after the twenty-ninth line from the top of the page:

*"Action Deferred--ON PROPOSED ORDINANCE CONCERNING  
NEW SANITARY LANDFILL SITES, ETC., AND  
EXPANSION THEREOF.*

The Committee on Energy and Environmental Protection submitted the following report, which was on motion of Alderman Nardulli and Alderman Vrdolyak *Deferred* and ordered published:



CHICAGO, January 30, 1984.

*To the President and Members of the City Council:*

Your Committee on Energy and Environmental Protection, having had under consideration a proposed ordinance (which was referred on August 31, 1983) relating to the prevention of creating new sanitary landfill sites, liquid waste handling facilities and transfer stations, and expansion thereof, begs leave to recommend that Your Honorable Body *Pass* the substitute proposed ordinance, as amended, which is transmitted herewith.

This substitute proposed ordinance, as amended, was concurred in by seven members of the committee, with two dissenting votes.

Respectfully submitted,  
(Signed) MICHAEL L. NARDULLI.  
*Chairman.*

The following is said substitute proposed ordinance as amended, transmitted with the foregoing committee report:

*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

*Whereas*, The City of Chicago may exercise any power and perform any function relating to its government and affairs; and

*Whereas*, The City Council finds that the creation, expansion and operation of sanitary landfill sites, liquid waste handling facilities and transfer stations are matters affecting the public health, safety and welfare; and

*Whereas*, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites, liquid waste handling facilities and transfer stations, and the expansion thereof, pending research and review of the hazards which may be posed by such creation and expansion; now, therefore,

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

*Section 1.* Section 17-6.2 of the Municipal Code of the City of Chicago is hereby amended by adding thereto the language in italics and deleting the language bracketed, as follows:

17-6.2 No Person shall dump or deposit or cause to be dumped or deposited anywhere within the City, any building demolition materials, discharged solid wastes resulting from any industrial, manufacturing, trade or business process, or from the development recovery or processing of natural resources, or garbage, ashes, refuse, trash, rubbish, miscellaneous waste, liquid waste (industrial and commercial - but not including radioactive waste), manure or other substance that may contain disease germs or be scattered by the wind or decompose or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or [and] transfer station for which an annual permit has been properly issued by the Commissioner of Consumer Services. Such dumping without a permit is hereby declared to be an abatable nuisance. Said permit is required and shall be secured by such person irrespective of whether the dumping or depositing hereinabove described takes place upon said person's own property or upon property owned by any other person.

*A City Council Order shall be required before any permit is issued by the Commissioner of Consumer Services pursuant to this Section.*

*Section 2.* This ordinance shall be in full force and effect from and after its passage."

The motion to correct *Prevailed*.

Alderman Burke then moved to further *Correct* the printed Official Journal as follows:

Page 4793 - by deleting the word "chairmen," appearing on the seventh line from the top of the page.

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**UNFINISHED BUSINESS.**

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**Resolution Adopted Concerning Provision of Energy Assistance  
Payments to Low Income Chicagoans.**

On motion of Alderman Burke the City Council took up for consideration the reports of the Committee on Finance deferred and published in the Journal of the Proceedings of January 20, 1984, pages 4629-4630 recommending that the City Council adopt two proposed resolutions concerning provisions of energy assistance payments to low income Chicagoans.

Alderman Orr moved to substitute one resolution for the said proposed resolutions. The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Adopt* the proposed substitute resolution. The motion *Prevailed* and said substitute resolution was *Adopted* by a viva voce vote.

The following is said substitute resolution as adopted:

WHEREAS, Utility bills have already severely burdened the more than 800,000 Chicagoans who fall below the federal poverty line; and

WHEREAS, Escalating energy costs constitute a disproportionate and increasingly unaffordable share of their family budgets, and more of our seniors and others on fixed incomes are being forced to choose between "heating and eating"; and

WHEREAS, Existing (federally funded) programs served only 65,000 households last year with energy assistance; and

WHEREAS, This current winter, a record 150,000 Chicagoans have already had their gas shut off or are expected to, because they cannot pay their heating bills; and

WHEREAS, A cold winter will lead to increased utility tax revenue, exceeding projections in the 1984 budget, while simultaneously increasing the need for energy assistance to low-income Chicagoans; now, therefore,

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

The Mayor and City Council during 1984 will monitor actual City revenues and expenditures, including the extent to which utility tax revenues exceed projections, in order to provide, if fiscally feasible, a supplemental appropriation of up to \$5 million to assist low-income Chicagoans to pay their heating bills; especially families with children and senior citizens.

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**Resolution Adopted Concerning Establishment of Group of City  
Representatives to Study Feasibility of Phased  
In "Cap" on City Utility Tax Revenues.**

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of January 20, 1984, pages 4630-4631, recommending that the City Council adopt a proposed resolution concerning the establishment of a group of City representatives to study the feasibility of a phased in "cap" on City utility tax revenues.

Alderman Burke then moved to *Amend* the proposed resolution by deleting the "Department of Neighborhoods" as it appears in the resolution. The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Adopt* the said proposed resolution as amended. The motion *Prevailed* by a viva voce vote.

The following is said amended resolution as adopted:

WHEREAS, Chicago's utility tax, one of the highest in the country, is the largest and fastest growing source of revenue in the City's corporate fund; and

WHEREAS, The utility tax burdens most severely those who can least afford to pay and adds to energy bills which threaten small businesses and residential housing; and

WHEREAS, The utility tax itself is undemocratic, in that large utility rate increases occur each year without requiring any public decision by the City to increase the utility tax amounts; and

WHEREAS, Utility rates and the resultant utility tax revenues, already at oppressive levels, will likely double by the time of Chicago's next aldermanic elections, if not restrained before then; and

WHEREAS, The Chicago Energy Commission, a private, nonpartisan citizens' panel whose members include representatives of business, finance, labor, civic groups, neighborhood organizations, and the professions, has unanimously recommended that a "cap" on the City's utility tax revenues be phased in beginning in 1985; now, therefore,

*Be It Resolved*, That the City Council calls upon the City to conduct a study of the level of a phased-in "cap" on City utility tax revenues, along with a fiscal plan for assuring adequate City revenues to meet future City expenses; and

*Be It Further Resolved*, That the City Council encourage the Mayor to include representatives of the Budget Office, the City's Energy Task Force, the Corporation Counsel, the Mayor's Office, the City Council Committee on Housing, and the public sector in the preparation and conduct of such study; and

*Be It Further Resolved*, That the City Council asks that a report on such study, and any resulting recommendations, be transmitted to the City Council not later than November 15, 1984, for consideration together with the City's 1985 budget.

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**Authority Granted to Prevent Creation of New  
Sanitary Landfill Sites.**

On motion of Alderman Nardulli, the City Council took up for consideration the report of the Committee on Energy and Environmental Protection, deferred and published in the Journal of the Proceedings of February 8, 1984 pages 4774-4775, recommending that the City Council pass a substitute proposed ordinance, as amended, authorizing the prevention of creating new sanitary landfill sites, liquid waste handling facilities and transfer stations.

Alderman Bloom presented the following amendment:

It is hereby moved that the proposed ordinance amending Chapter 17, Section 17-6.2 be further amended by the deletion of the language bracketed as follows:

Notwithstanding any other provision of this Chapter, no permit shall be issued until February 1, 1985, for the operation of any new sanitary landfill site, liquid waste handling facility or transfer station, or for the expansion of any sanitary landfill site, liquid waste handling facility or transfer station currently operating under a valid permit. [No such permit which has been or may be suspended or revoked shall be reinstated or reissued until February 1, 1985.] The Commissioner of Consumer Services shall not accept, consider or take action until February 1, 1985, on any application for a permit for operation of new sanitary landfill, liquid waste handling facility or transfer station, or for the expansion of a sanitary landfill site, liquid waste handling facility or transfer station currently operating under a valid permit, [or for reinstatement or reissuance of a suspended or revoked permit for operation of a sanitary landfill site, liquid waste handling facility or transfer station.]

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

Alderman Vrdolyak moved to *Lay the Amendment on the Table*. The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--26.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

Alderman Vrdolyak then moved to amend the said proposed ordinance by striking therefrom the words "liquid waste handling facilities and transfer stations" as they appear in the third and fourth Whereas clauses and in the second paragraph of Section 17-6.2.

Alderman Frost moved to defer the amendment to the next meeting of the City Council. The motion was *Lost* by yeas and nays as follows:

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

*Nays*--Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--26.

Alderman Bloom then moved to Lay the Amendment on the Table. The motion was *Lost*, by yeas and nays as follows:

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

*Nays*--Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--26.

Thereupon, on motion of Alderman Vrdolyak the proposed amendment was *Adopted* by yeas and nays as follows:

*Yeas*--Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--26.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Orr--18.

Alderman Nardulli then moved to *Pass* the proposed ordinance *as amended*. The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schuler, Stone--27.

*Nays*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Orr--18.

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

WHEREAS, The City of Chicago may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City Council finds that the creation, expansion and operation of sanitary landfill sites, are matters affecting the public health, safety and welfare; and

WHEREAS, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites, and the expansion thereof, pending research and review of the hazards which may be posed by such creation and expansion; now, therefore,

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

SECTION 1. Section 17-6.2 of the Municipal Code of the City of Chicago is hereby amended by adding thereto the language in italics and deleting the language bracketed, as follows:

17-6.2 No person shall dump or deposit or cause to be dumped or deposited anywhere within the City, any building demolition materials, discharged solid wastes resulting from any industrial manufacturing, trade or business process, or from the development, recovery or processing of natural resources, or garbage, ashes, refuse, trash, rubbish, miscellaneous waste, liquid waste (industrial and commercial - but not including radioactive waste), manure or other substance that may contain disease germs or be scattered by the wind or decompose or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or [and] transfer station for which an annual permit has been properly issued by the Commissioner of Consumer Services. Such dumping without a permit is hereby declared to be an abatable nuisance. Said permit is required and shall be secured by such person irrespective of whether the dumping or depositing hereinabove described takes place upon said person's own property or upon property owned by any other person.

*Notwithstanding any other provision of this chapter, no permit shall be issued until February 1, 1985, for the operation of any new sanitary landfill site, or for the expansion of any sanitary landfill site, currently operating under a valid permit. No such permit which has been or may be suspended or revoked shall be reinstated until February 1, 1985. The Commissioner of Consumer Services shall not accept, consider or take action until February 1, 1985, on any application for a permit for operation of a new sanitary landfill, or for the expansion of a sanitary landfill site, currently operating under a valid permit, or for reinstatement or reissuance of a suspended or revoked permit for operation of a sanitary landfill site.*

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

#### **Expenditure of Funds Authorized for Special Events.**

On motion of Alderman Stone, the City Council took up for consideration the report of the Committee on Special Events and World's Fair deferred and published in the Journal of the Proceedings of February 8, 1984, pages 4777-4779, recommending that the City Council adopt a proposed resolution authorizing the expenditure of funds for special events.

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

*Yeas--*Aldermen Humes, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--27

*Nays--*Aldermen Rush, Evans, Sawyer, Beavers, Hutchinson, Langford, Streeter, Kelley, W. Davis, Smith, Frost, Natarus, Oberman, Volini, Orr--15

The following is said resolution as adopted:

WHEREAS, The Annual Appropriation Ordinance of the City of Chicago for the Year 1984 provides that the funds appropriated for the Municipal Hotel Operator's Occupation Tax Fund "For Specific Purposes--General" in the amount of \$2,778,176 are "to be expended under the direction of the Mayor with prior City Council approval"; and

WHEREAS, The Mayor's Office of Special Events has requested City Council approval pursuant to such requirements; now, therefore,

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

SECTION 1. Approval is hereby given to the expenditure of funds in the amounts specified in Exhibit A to this resolution, under the direction of the Mayor, for the events, programs and other

items appearing on Exhibit A hereto.

SECTION 2. This resolution shall be effective from and after its passage.

Exhibit "A" as adopted, reads as follows:

| <i>Event</i>          | <i>Amount</i>                                                   |
|-----------------------|-----------------------------------------------------------------|
| Winter Festival       | 60,000.                                                         |
| Blues Festival        | 100,000.                                                        |
| City Wide Grants      | 10,000.                                                         |
|                       | (World's Fair symposium 5,000.)<br>(Black History Month 5,000.) |
| Insurance             | 40,000.                                                         |
| Chicago Tourism       | 176,000.                                                        |
| Professional Services | 25,000.                                                         |
| Fine Arts             | 150,000.                                                        |
| Convention Bureau     | 960,000.                                                        |

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**Amending Ordinance and Granting Ordinance Authorizing  
Non-Exclusive Franchises to Construct, Install, Maintain  
and Operate Cable Communications Systems  
in Chicago.**

On motion of Alderman Schulter the City Council took up for consideration the report of the Committee on Cable Television deferred and published in the Journal of the Proceedings of February 8, 1984, pages 4762, 4771-4773, and also in Special Pamphlet of the same date, recommending that the City Council pass a proposed amending ordinance and pass, as amended, a proposed granting ordinance concerning non-exclusive franchises to construct, install, maintain and operate cable communications systems in Chicago.

Alderman D. Davis presented an amendment which reads as follow:

Amend Section 25.2 Minority Business Enterprise, page 49.

Pursuant to Section 113.1-53(E) of the enabling ordinance, Grantee shall, during the term of this agreement, exercise its best efforts to ensure that qualified minority owned (women owned) businesses located and certified in the City of Chicago through the City's model of certifying local businesses receives a fair and substantial share of economic benefits shall mean a minimum of twenty-five (25) percent of the total value of all contracts awarded by Grantee in every category and area of contract awards.

Alderman Evans moved that the amendment be *Referred to the Committee on Cable Television*. The motion *Prevailed*.

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At this point in the Proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

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Alderman Schulter then moved to *Pass* the proposed amending ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Rush, Evans, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Banks, Laurino, O'Connor, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--36.

*Nays*--Aldermen Bloom, Majerczyk, Stemberk, Krystyniak, Santiago, Damato, Pucinski, Natarus--8.

The following is said ordinance as passed:

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

SECTION 1. Section 113.1-21(B) of the Municipal Code of Chicago is hereby amended by striking the following in brackets:

B. All charges to subscribers and users shall be consistent with a schedule of fees for all services offered as established by the Grantee. [Changes in the fee schedule shall require the Grantee to petition the Commission, which shall forward its recommendation to the City Council. Upon Council approval changes in the fee schedule shall not take effect until at least sixty (60) days after notification of same is delivered to the Commission and to current subscribers and users.]

SECTION 2. Section 113.1-21(D) of the Municipal Code of Chicago is hereby amended by striking the following language in brackets and by substituting the language in italics therefor:

D. Notwithstanding the foregoing provisions, and except in the case of extraordinary circumstances as approved by the Commission, a Grantee shall not increase the fees [for services proposed in the franchise application above the rates specified in said application nor decrease the services or channels specified in said ordinance] *for the first tier of service for which there is a monthly subscriber fee nor any installation or reconnection fees proposed in the franchise application above the rates specified in said franchise application* for a period of forty-eight (48) months from the time service is provided to the first subscriber pursuant to the Grantee's franchise; provided, however, that a Grantee shall have the authority and the right to add to its service or installation fees any Federal, State or local taxes or fees directly imposed on subscribers, and for any additional copyright fees that may be imposed as a result of legislative or judicial action at the Federal, State or local level taken after the filing of the franchise application. If during the term of the franchise a Grantee receives refunds of any copyright payments, it shall without delay notify the Commission, suggest a plan for flow-through of the refunds to its subscribers, and retain such refunds in an interest bearing escrow account pending order of the Commission. After considering the plan submitted by the Grantee, the Commission shall order flow-through of the refunds with accrued interest to the Grantee's subscribers in a fair and equitable manner.

SECTION 3. Chapter 113.1 of the Municipal Code of Chicago is hereby amended by deleting Section 113.1-50(B) therefrom.

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

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Alderman Schuller then moved to *Pass, as amended* the proposed granting ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas*--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Kelley, Henry, Nardulli, W. Davis, Smith, Hagopian, Gabinski, Frost, Kotlarz, Banks, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--36.

*Nays*--Aldermen Majerczyk, Brady, Stemberk, Krystyniak, D. Davis, Santiago, Damato, Pucinski--8.

The following is said ordinance as passed:

WHEREAS, The City of Chicago desires the establishment of a cable communications system in the City of Chicago for the benefit of the City and all persons located therein; and

WHEREAS, Chapter 113.1 of the Municipal Code of Chicago, "The Chicago Cable Communications Ordinance", was adopted by the City Council on February 10, 1982, to provide for the franchising

and regulation of cable systems within the City of Chicago; and

WHEREAS, The City Council adopted a Request for Proposals for Cable Communications Franchises on May 27, 1982, dividing the City of Chicago into five franchise areas and requesting proposal bids thereon by cable companies as applicants; and

WHEREAS, Ten proposal bids for the City of Chicago's five franchise areas were submitted to the City of Chicago by six applicants on August 31, 1982; and

WHEREAS, The City Council after considering the franchise applications of each applicant as well as their legal, financial, technical and character qualifications, the public comment thereon and the recommendations of the Cable Administrator for the preliminary award of franchises in each of the City of Chicago's five franchise areas, the City Council on January 7, 1983, passed a resolution designating Cablevision, Group W of North Central Chicago, Group W of North West Chicago, Chicago Cable Communications and Stellar Continental Cable as successful applicants for Franchise Areas 1, 2, 3, 4, and 5 respectively; and

WHEREAS, Said resolution of January 7, 1983, authorized the Cable Administrator to negotiate and draft franchise agreements between the City of Chicago and each of the designated successful applicants based on the Chicago Cable Communications Ordinance, the Chicago Cable Ethics Ordinance, the Request for Proposals, the proposal bids of the successful applicants, the consultant's draft and final evaluation reports and the applicants' comments thereon and the public hearing record; and

WHEREAS, The Cable Administrator successfully negotiated and drafted franchise agreements for Franchise Areas 2, 3, 4 and 5 between the City of Chicago and Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc. respectively; and

WHEREAS, The Cable Administrator submitted franchise agreements for Franchise Areas 2, 3, 4 and 5 to the City Council on December 21, 1983, for its review and consideration and released said franchise agreements to facilitate public participation; and

WHEREAS, The City Council Committee on Cable Television conducted public hearings on said franchise agreements affording the public a reasonable opportunity to comment thereon and to appropriately review said franchise agreements; and

WHEREAS, The City Council Committee on Cable Television after amending said franchise agreements voted to recommend approval of said franchise agreements for Franchise Areas 2, 3, 4 and 5; now, therefore,

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

SECTION 1. That it is in the best interests of the City of Chicago and all persons located therein to grant non-exclusive franchises to construct, install, maintain and operate cable communications systems in the City of Chicago to Group W Cable Associates of North Central Chicago, Group W Cable Associates of North West Chicago, Chicago Cable Communications and Stellar Continental Cable, Inc. for Franchise Areas 2, 3, 4 and 5, respectively.

SECTION 2. That the franchise agreements for Franchise Areas 2, 3, 4 and 5, which are attached hereto and made a part hereof are hereby approved and adopted.

SECTION 3. That in approving and adopting said franchise agreements the City Council agrees that in the event a subsequent franchise is awarded on terms or conditions more favorable than those awarded to grantees in Franchise Areas 2, 3, 4, and 5 which are not based on commitments set forth in the grantees' or applicants' respective franchise proposals, then the grantees in Franchise Areas 2, 3, 4, and 5 shall be entitled to any such similar terms and conditions by appropriate amendment of their respective franchise agreements.

SECTION 4. That in approving and adopting said franchise agreements the City Council in accordance with Section 113.1-20 (C) of the Municipal Code of Chicago is authorizing each of the grantees for Franchise Areas 2, 3, 4 and 5 to secure indebtedness in excess of seventy-five percent (75%) of the fair market value of the property used by the grantees in the construction and operation of their cable television systems for the financing of said systems for Franchise Areas 2, 3, 4 and 5 on terms and conditions consistent with the terms and conditions of said franchise agreements and the Municipal Code of the City of Chicago, Chapters 113.1 and 113.2.



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

[Franchise agreements are omitted for printing purposes in the Journal of the Proceedings, but appear in full text in a special pamphlet, copies of which are available in the Office of the City Clerk.]

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#### MISCELLANEOUS BUSINESS.

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##### Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the fifteenth (15th) day of February, 1984, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the twenty-fourth (24th) day of February, 1984, at 10:00 A.M., in the Council Chamber in the 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 Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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#### 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 Friday, February 24, 1984, at 10:00 A.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,  
City Clerk.