

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

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

Regular Meeting—Wednesday, February 27, 1985

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Aldermen Kellam, Sherman, Henry, Cullerton, Oberman.

Call to Order.

On Wednesday, February 27, 1985 at 12:15 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Quorum present.

On motions made by Aldermen Humes and Sheahan, respectively, it was ordered noted in the Journal that Alderman Sherman and Alderman Kellam were absent due to illness.

Invocation.

Rabbi Irving Miller, Ravenswood-Budlong Congregation, opened the meeting with prayer.

Rules Suspended -- APPROVAL GIVEN TO APPOINTMENT OF MARK E. JONES AS MEMBER OF CHICAGO CABLE COMMISSION.

Aldermen Schulter moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the purpose of considering a report from the Committee on Cable Television. The motion *Prevailed*.

The Committee on Cable Television then submitted the following report:

CHICAGO, February 27, 1985.

To the President and Members of the City Council:

Your Committee on Cable Television having under consideration a communication signed by Mayor Harold Washington, under the date of December 16, 1983, appointing Mark E. Jones as a member of the Chicago Cable Commission.

A committee meeting was held, and a vote taken on February 26, 1985. The members of the committee recommended do *Pass* on the appointment of Mr. Jones by a vote of 6 yeas and 1 nay.

Yeas -- Aldermen Roti, Sawyer, Gabinski, Bloom, Beavers, Schulter.

Nays -- Alderman Majerczyk.

Respectfully submitted,
(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Schulter, the said proposed appointment of Mark E. Jones as a member of the Chicago Cable Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- Alderman Majerczyk -- 1.

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

REGULAR ORDER OF BUSINESS RESUMED.

RECOGNITION GIVEN TO ROGERS PARK KIWANIS CLUB AND POLICE OFFICERS OF DISTRICT 24 FOR THEIR WORK WITH HEARING IMPAIRED CHILDREN.

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

WHEREAS, Crimes against children have been growing and require new attention on the part of all levels of government; and

WHEREAS, Educational programs teaching children about crime awareness and prevention is one of the most effective ways to deal with this growing social problem; and

WHEREAS, Hearing impaired children have not always benefited from the same educational opportunities as others, in part because teaching them requires innovative techniques and greater sensitivity; and

WHEREAS, The officers of the 24th Police District have given freely of their personal time to address this need and have created an innovative program to teach hearing impaired children safety and crime prevention techniques; and

WHEREAS, This program helps children identify police officers as their friends and helps counteract unfortunate images some have of police officers; and

WHEREAS, This program has done much to strengthen the public's appreciation for law enforcement officials and the Police Department's ability to provide educational programs for all children; and

WHEREAS, The Rogers Park Kiwanis Club played a crucial role in the creation of this program by providing financial support and other assistance, thereby allowing this program to function without significant cost to the Police Department; and

WHEREAS, Chicago police officers Bruce M. Rottner, Evelyn A. Summers, Soter Libaris, Daniel Levin, Samuel Anthony, and Sergeant Rolf Northfell contributed numerous off-duty hours to design the program, to organize presentations for neighborhood children, and to produce a video tape for wider distribution; and

WHEREAS, This program has received recognition from the President of the United States for its contribution to crime awareness and prevention; now, therefore,

Be It Resolved, That the City Council of the City of Chicago salutes the Rogers Park Kiwanis Club for supporting enthusiastically and generously this important effort; and

Be It Further Resolved, That the City Council commend the 24th Police District, Officers Bruce Rottner, Evelyn Summers, Soter Libaris, Daniel Levin, Samuel Anthony and Sergeant Rolf Northfell for their invaluable contribution to the protection of our children and especially to those who are hearing impaired.

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

On motion of Alderman Orr, seconded by Aldermen Stone, Volini, and O'Connor, the foregoing proposed resolution was *Adopted* unanimously by a viva voce vote.

District Commander Nestor Chakonas, Sergeant Rolf Northfell, Officers Bruce Rottner, Evelyn Summers, Soter Libaris, Daniel Levin and Samuel Anthony and Kiwanis Club members Dr. Stephen Stelmack, Arthur Gaw and Kenneth Scheiwe were invited to the Mayor's rostrum where Honorable Harold Washington, on behalf of the City, expressed his appreciation to the honorees and noted that administrators and legislators were cognizant that if citizens like those being honored did not go beyond the call of duty, the daily efforts of public servants would be insignificant.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

***Placed on File* -- MAYORAL VETO OF ORDINANCE AMENDING
MUNICIPAL CODE CHAPTER 37 WHICH AUTHORIZES
PLACEMENT OF LOTTERY DEVICES AT O'HARE
AND MIDWAY AIRPORTS.**

Honorable Harold Washington, Mayor, submitted the following communication which was
Placed on File:

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

February 27, 1985.

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

LADIES AND GENTLEMEN -- I return herewith, without my approval, an ordinance passed on February 20, 1985 amending Chapter 37 of the Municipal Code which would authorize the placement of lottery devices at O'Hare International Airport and Midway Airport and which directs that proceeds received by the City for the placement of such devices be deposited in the Corporate Fund. I must, in good conscience, withhold my approval since the ordinance passed by this Council violates the Airport Use Agreement executed by the City in 1983.

The Airport Use Agreement for O'Hare Airport approved by the City Council in 1983, which was the result of almost two years of negotiation between the City of Chicago and the airlines, would not permit such use of revenue. Revenues generated in connection with the operation of the airport are required to be deposited in the airport fund to reduce the fees charged to the airlines and to retire the airport bonds. Such revenues as are contemplated by this ordinance could not go into the City's Corporate fund without violating this agreement.

Even if such revenue could be collected at the airport, the amount of that revenue returned to Chicago would be negligible. Ninety-five percent of revenues generated by such devices would go to the State of Illinois and only five percent would go to the City.

Furthermore, there is apparently a desire by the State to install a new type of lottery device at the airport. There is a serious question as to the legality of these new lottery devices under the State Lottery Act and the rules and regulations promulgated thereunder. Until such time as questions regarding the legal status of these new devices have been resolved, I cannot approve of an ordinance which would authorize their installation at the airport.

Finally, in light of the budgetary difficulties and educational funding problems confronting Illinois cities, I believe it is time to evaluate the distribution of lottery revenues. In view of the very substantial revenues now flowing from the lottery, a revision of the formula for apportioning the lottery benefits may be in order. It is especially

appropriate that the benefits to cities be thoughtfully considered now as a result of the State's undertaking to involve the City as a partner in the enterprise.

Consequently, I must withhold approval of this ordinance.

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

**Referred -- MAYORAL VETO OF ORDINANCE AMENDING MUNICIPAL
CODE CHAPTER 200.3 REGARDING EMPLOYERS'
EXPENSE TAX.**

Honorable Harold Washington, Mayor, submitted the following communication:

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

February 27, 1985.

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

LADIES AND GENTLEMEN – I return herewith, without my approval, an ordinance passed on February 20, 1985, amending Chapter 200.3 of the Municipal Code of Chicago which would cap the 1985 liability of current employers with respect to the Employers' Expense Tax at the January, 1985 level. While I can support the intent of that ordinance, it is flawed in many respects. I therefore submit, in its place, a substitute ordinance for your consideration.

I am forced to withhold my approval of the ordinance passed by this Council on February 20, 1985 for several reasons. Although that ordinance was directed toward the desirable objective of reducing the burden of the Employers' Expense Tax by limiting the amount of the tax and by exempting new businesses from payment of the tax altogether, it attempted to achieve that objective in a most unwise and inequitable manner.

The ordinance was unwise in that it would inevitably occasion a revenue shortfall in the 1985 budget, since the possible increase in number of employees during 1985 by employers subject to the tax was considered in predicting the revenue to be raised by the tax. The Council's failure to address the budgetary impact of this measure with compensating substitute revenues compels my rejection of the ordinance.

The ordinance provides no safeguard against qualification for the exemption by a merely reorganized or transferred entity as opposed to a truly new business, it would invite fraudulent and artificial restructuring of businesses for tax avoidance purposes.

The substitute ordinance that I submit herewith would address these concerns properly. The Employers' Expense Tax as presently in effect would remain unchanged during the remainder of 1985 to avoid any shortfall due to loss of revenue from this source. The tax would, after December 31, 1985, be computed on the basis of the highest monthly number of

employees the employer owed tax upon between October 1, 1984 and December 31, 1985. New businesses locating in the City after December 31, 1985, would not be subjected to the tax. The ordinance would also provide a method of calculating the appropriate tax for businesses which change ownership.

In order to properly encourage the growth of business in this City, I must, regretfully, withhold my approval from the ordinance passed by the City Council on February 20, 1985. I urge you to adopt the substitute ordinance that I submit herewith.

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

On motion of Aldermen Roti and Burke, the foregoing veto was *Referred to the Committee on Finance.*

Referred -- MAYORAL VETO OF NEW MUNICIPAL CODE
SECTION 26-5.1 REGARDING CITY CONTRACTS.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 27, 1985.

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

LADIES AND GENTLEMEN -- I return herewith, without my approval, an ordinance adopted by the City Council on February 20, 1985 creating a new Section 26-5.1 regarding City contracts. The ordinance requires compliance with ordinances and executive orders in effect when the contract is executed and provides that failure to comply renders the contract null and void. I am forced to withhold approval of this ordinance because, in my opinion, it is another attempt to rescind portions of the 1955 Purchasing Act, which vests certain powers regarding the award of City contracts to the Purchasing Agent.

I have, in response to concerns raised by the members of the City Council, issued Executive Order 84-7 which sets forth a process to provide information regarding City contracts to the Chairman of the City Council Finance Committee. Such procedures are inevitably subject to human error on both sides. To approve an ordinance such as the one passed by this Council on February 20 which would declare null and void contracts which were executed in good faith merely because of human error by either the Purchasing Agent or the Chairman of the Finance Committee would certainly lead to much confusion in the business community and create an almost impossible situation for those firms who do business with the City. Many firms would lose confidence in the City of Chicago and in its ability to negotiate contracts.

Furthermore, this ordinance is a very obvious attempt to incorporate by reference and codify in ordinance form the provisions of Executive Order 84-7. I issued that executive

order in a good faith attempt to provide reasonable input by this Council into purchasing decisions of the City. The Purchasing Agent is required to follow the provisions of that order. If through inadvertent error, he does not do so, it would be unconscionable to invalidate the contracts of parties who have contracted with this City in good faith.

I must therefore withhold my approval of this ordinance.

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

On motion of Aldermen Roti and Burke, the foregoing veto was *Referred to the Committee on Finance.*

Referred -- WITHDRAWAL OF REVEREND JEREMIAH WRIGHT
AS APPOINTEE TO CHICAGO CITY COLLEGES BOARD
OF TRUSTEES.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Education:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 27, 1985.

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

LADIES AND GENTLEMEN -- I hereby withdraw the name of the Reverend Jeremiah Wright as my appointee to the Chicago City Colleges Board of Trustees submitted to Council on April 13, 1984.

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

Referred -- AMENDMENT OF CHAPTER 85 OF MUNICIPAL
CODE DEALING WITH INSPECTION AND REGULATION
OF REFRIGERATION SYSTEMS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 27, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Inspectional Services, I transmit herewith an ordinance amending Chapter 85 of the Municipal Code of Chicago, dealing with the inspection and regulation of refrigeration systems, by substituting language to clarify the exemption to charitable, religious or educational institutions.

Your favorable consideration of this ordinance will be appreciated.

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

***Referred -- AMENDMENT OF CHAPTER 200.5 OF MUNICIPAL
CODE CONCERNING ALCOHOLIC BEVERAGE TAX
ORDINANCE.***

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

February 27, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Acting Director of Revenue, I transmit herewith an ordinance amending Chapter 200.5 of the Municipal Code of Chicago, "The Chicago Alcoholic Beverage Tax Ordinance," to modify its effective date.

Your favorable consideration of this ordinance will be appreciated.

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

***Referred -- ISSUANCE OF INDUSTRIAL REVENUE BOND FOR PROJECT
BY KEDVALE STEEL CORPORATION.***

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 27, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,800,000 for the financing of a project by Kedvale Steel Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- TRANSFER OF FUNDS AND APPROVAL OF VARIOUS
SITES DESIGNATED BY PUBLIC BUILDING COMMISSION.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 27, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Public Building Commission of Chicago, I transmit herewith an ordinance approving the transfer of funds standing to the credit of the City of Chicago in various Revenue Fund Accounts of the Public Building Commission and approving various sites designated by Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF LEASE AGREEMENT BETWEEN CITY AND
UNITED STATES POSTAL SERVICE.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 27, 1985.

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

LADIES AND GENTLEMEN – At the request of the Commissioner of Aviation, I transmit herewith an ordinance approving a lease agreement between the City and the United States Postal Service for a postal facility to be constructed at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred – CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BONDS
FOR PROJECT BY POLYCHROME CORPORATION.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 27, 1985.

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

LADIES AND GENTLEMEN – At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of industrial revenue bonds in the amount of \$4,000,000 for the financing of a project by Polychrome Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

**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:

PROCLAMATION.

A proclamation of Honorable Harold Washington, Mayor, designating the time for a special observance as follows:

**"SOLIDARITY WITH SOVIET JEWRY DAY IN CHICAGO":
February 28, 1985.**

ACCEPTANCES AND BONDS UNDER ORDINANCES.

Also, acceptances and bonds under ordinances as follows:

American National Bank, U/T No. 61523: Acceptance and bond under an ordinance passed on October 31, 1983 (vaults, bay window and cornices); filed on February 21, 1985;

Catholic Bishop of Chicago: Acceptance and bond under an ordinance passed on October 31, 1984 (communication cable); filed on February 26, 1985;

Chicago Tribune Company: Acceptance under an ordinance passed on September 6, 1984 (water pipes); filed on February 22, 1985;

The Lurie Company: Acceptance and bond under an ordinance passed on October 31, 1984 (ornamental clock); filed on February 26, 1985;

Posen Enterprises: Acceptance under an ordinance passed on January 23, 1985 (facade); filed on February 21, 1985;

St. Elizabeth Hospital of Chicago: Acceptance and bond under an ordinance passed on October 31, 1984 (trench); filed on February 21, 1985.

City Council Informed As To Publication Of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on February 20, 1985, 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 27, 1985, 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 20, 1985, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Catholic Bishop of Chicago -- to classify as a Communications Planned Development by supplementing all the R4 General Residence District symbols and indications shown on Map No. 15-H in the area of

2001 West Devon Avenue;

326 South Wells Corporation -- to classify as a Central Area Parking Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 2-F bounded by

the alley next east of and parallel to South Dearborn Street; West Madison Street; the alley next west of and parallel to South State Street; and the alley next south of and parallel to West Madison Street.

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:

Airdo Cecilia, Allstate Ins. Co. (7) Joseph Bayerski, Sabrina J. and William Gibson, Leonard Goldstein, Barbara A. Onyeali, Leonard Stone, James Shviraga, and Theodore A. Stellmack, Anderson Robert C., Apple Rent A Car;

Bassi Joseph;

Cascino Jerome, Ceballos Jose L., Cottonaro Charles;

DeClercq Rachel, Douglass Craig B.;

Economy Fire and Cas. Co. and Donald J. Lenkowski, Escamilla Raymond;

Ferdinand Jean, Frazier Clara;

Leavitt Fred, Leonard Arthur P., Lewis Clara M., Lutzow Mark, Lyons Veronica C.;

Manson Daryl, Mascha Joseph, Moody Allyn;

O'Neil William B., Orihuela Walter G., Ortiz Martin;

Peoples Gas Light and Coke Co. (3), Perritano Nancy A.;

Recovery Services Int'l. and Shigeru Asukasa, Reynolds Lawrence;

Sanders Ernest, Schiller Randal P., Silvers Martin M., State Farm Ins. Co. (5) Leo Czarnecki, M. Gaston, Russell Knitter, William Martin, and Schwartz Mooris, Stokes Kenneth R.;

T.C. Lindsey, Tisdale Willa, Tudron David A.;

United Carborator;

Zieve Michael.

*Certification as to Amount of Assessments for New Street
Improvement Program at Specified Locations.*

Also communications from Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of February 22, 1985, transmitting certified copies of amounts of assessments for new street improvement programs in accordance with Chapter 200.4-4 of the Municipal Code. -- *Placed on File.*

Settlements and Suits with Entries of Judgments Against City.

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on February 21, 1985,) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended December, 1984. -- *Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

CHAPTER 185, SECTIONS 185-34.1 AND 185-34.2 OF
MUNICIPAL CODE AMENDED CONCERNING
WATER SERVICE CHARGES.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That Sections 185-34.1 and 185-34.2 of the ordinance adopted by the City Council on December 18, 1984, C.J.P. page 12090, relating to procedures for the assessment of water service charges are hereby repealed. The remaining sections are not affected by this action.

SECTION 2. This ordinance shall be effective from and after its due passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

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

ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED
FOR INSTALLATION OF TRAFFIC CONTROL SIGNALS
AT WEST PRATT AVENUE AND NORTH
SACRAMENTO AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the allocation of Motor Fuel Tax Funds for the installation of traffic control signals at West Pratt Avenue and North Sacramento Avenue in the amount of \$95,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to provide for the installation of traffic control signals as follows, to be paid for out of that part of the Motor Fuel Tax Funds which have been or may be allocated to the City of Chicago:

Installation of traffic control signal	Estimated Cost
Pratt Avenue and North Sacramento Avenue	\$95,000.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer for District 1 of said Department of Transportation.

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

EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED WITH
WAVELAND ASSOCIATES FOR URBAN DEVELOPMENT ACTION
GRANT FUNDS TO ASSIST IN CONSTRUCTION OF
PROJECT AT 3660 NORTH LAKE SHORE
DRIVE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with Waveland Associates, whereby Urban Development Action Grant funds in

the amount of \$4,044,000 will be lent to assist the developer in the construction of a residential rental building with commercial space and a garage located at 3660 North Lake Shore Drive.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed April 25, 1984, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the construction of rental housing; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-85-AA-17-0181 which provides for a loan of grant funds to the Waveland Associates, an Illinois limited partnership in the amount of \$4,044,000 to assist in the construction of a 44 story, 584 unit residential rental building with approximately 47,500 square feet of commercial space, plus a 558 car garage located at 3660 North Lake Shore Drive, Chicago, Illinois which will create expanded rental units available to the citizens of the City, and will create expanded employment opportunities; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$4,044,000 of Urban Development Action Grant funds to Waveland Associates, an Illinois limited partnership of which Archer Corporation (Louis R. Silverman, President), George D. Rethati, Robert L. Brenstein and Mary Poulli are the general partners, for the purpose of assisting the construction of a 44 story, 584 unit apartment structure with approximately 47,500 square foot commercial area, and a 558 automobile parking garage and which Redevelopment Agreement obligates Waveland Associates to construct the aforesaid improvements as part of its 3660 North Lake Shore Drive Project by expending approximately \$65,765,000 in private funds; and further obligates Waveland Associates to use its best efforts to create 174 new, permanent job opportunities as represented in the original application for funds.

SECTION 2. The Commissioner of the Department of Housing is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form attached hereto as Exhibit A.

SECTION 3. This ordinance shall be effective by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A

Agreement made in Chicago, Illinois, as of the _____ day of _____, 19____, between the City of Chicago, Illinois (the "City"), by and through the Department of Housing ("Housing"), having its offices at 318 South Michigan Avenue, Chicago, Illinois 60602; and Waveland Associates an Illinois limited partnership having its principal offices at 200 East Randolph Street, Chicago, Illinois 60601 ("Developer").

Witnesseth:

Whereas, housing has as its primary purpose the creation of additional housing stock employment opportunities in the City of Chicago through encouraging construction of housing projects in the City; and

Whereas, it is the intention of Developer to construct at 3660 North Lake Shore Drive, Chicago, Illinois, the first phase of a two stage mixed use residential commercial rental housing project which will allow (Borrower) (Developer) to create new employment opportunities; and

Whereas, the City Council of the City of Chicago authorized on April 25, 1984, an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the acquisition of said facility; and

Whereas, in response to said application the United States Department of Housing and Urban Development has approved U.D.A.G. Grant No. B-85-AA-17- 0181 (the "U.D.A.G. Grant") which provides that \$4,044,000 may be loaned by the City to Borrower; and

Whereas, Borrower desires to borrow said amount from the City, and the City is willing, subject to the terms and conditions herein, to lend said amount to Borrower;

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

The following terms shall be defined, for purposes of this Redevelopment Agreement, as follows:

1.1. "Additional Collateral" shall mean all personalty of the Project.

1.2. "Bond Underwriter" shall mean Mellon Bank and Alex Brown & Sons, Inc.

1.3. "Project" shall mean the mixed use parking structure to be constructed on the Property.

1.4. "Property" shall mean the land, buildings and fixtures located on 3.27 acres at 3660 North Lake Shore Drive, Chicago, Illinois.

1.5. "Secretary" shall mean Secretary of the United States Department of Housing and Urban Development.

1.6. "Senior Financing" shall mean Bond sale proceeds loaned to Developer, plus accrued and unpaid interest, plus additional amounts actually advanced upon a failure of Developer to perform its obligations under such loans.

1.7. "U.D.A.G. Collateral" shall mean the land and building comprising the Project.

1.8. "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B- 85-Aa-17-0181 and dated October 4, 1984 between the Secretary of Housing and Urban Development and the City.

Section II. Consideration.

In consideration of the City and Developer entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City, and Developer agree as hereinafter set forth.

Section III. Loan.

The City shall make a loan to Developer and Developer shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

Section IV. Developer's Covenants.

4.1. Developer shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.2. Developer shall use its best efforts to cause to be created in connection with tenant occupancy and utilization of the Property, within 48 months after the date of preliminary approval of the U.D.A.G Grant Agreement, 174 permanent jobs, of which 52 will be for low and moderate income persons, 26 will be for CETA-eligible persons, and 52 will be for minority persons.

4.3. Developer shall provide the evidence of private financing as set forth in Exhibit D attached hereto and made a part hereof.

4.4 Developer shall abide by all terms and conditions of the U.D.A.G. Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5 Developer expressly agrees that the funds available pursuant to this Agreement shall not be deemed committed by the City to the Borrower until the City has received a release of funds ("ROF") from the Secretary, and any otherwise eligible cost incurred by the Developer prior to said ROF shall be at Developer's sole risk, if the United States Department of Housing and Urban Development should later withdraw the U.D.A.G. Grant Fund.

4.6. The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the U.D.A.G. Grant Agreement, as amended from time to time.

Section V. Inspection and Review.

5.1. Books and Records. Developer shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the U.D.A.G. Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.2. Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Project.

5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the U.D.A.G. Grant and until the final settlement and conclusion of all issues arising out of the U.D.A.G. Grant.

Section VI. Certificate of Completion.

Promptly after completion by Developer of each portion of the Project, the City will furnish Developer with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the obligations of Developer and its successors and assigns to undertake the Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Developer, the City shall, within thirty (30) days thereafter, provide Developer with a written statement indicating in adequate detail how Developer has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Developer to make or perform in order to obtain such certification.

Section VII. Restrictions on Use.

During the term of the Loan, Developer shall devote the Property solely for purposes of conducting its business.

Section VIII. Other Security Interests.

8.1. During the term of the Loan, Developer may grant security interests in, or may otherwise encumber the U.D.A.G. Collateral so long as the grantee of any such grant consents to and acknowledges the rights of the City in the U.D.A.G. Collateral.

8.2. Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the U.D.A.G. Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the U.D.A.G. Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Developer set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the U.D.A.G. Collateral to any use, or to construct any improvements on the Property.

Section IX. Events of Default.

Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("monetary default") or performance of any of the obligations or of any covenants or liabilities ("non-monetary default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Developer proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer or any guarantor or surety for Developer, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (e) a default of any Senior Financing. If a monetary default shall have occurred and shall continue for ten (10) days, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred the City shall send notice to Developer of such default. If such default is not cured within sixty (60) days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Developer has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period"); provided, however, in the case of a default under the Senior Financing, the cure period granted therein shall be the Cure Period under this Agreement.

Section X. Remedies. Upon such default (regardless of whether the Code (as defined below) has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), City, at its option,

may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code as adopted from time to time in Illinois ("Code") including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Developer can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Developer's right of redemption in satisfaction of Developer's obligations as provided in the Code. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Developer's premises. City may require Developer to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Developer at least five (5) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Developer shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, may buy it at a private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Developer for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, upon Developer's failure to meet its obligations pursuant to Exhibit E, City may at its sole option assess a late charge of \$50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of City so long as any part of the Developer's obligations remains unsatisfied.

Section XI. Acceleration Upon a Sale/Refinancing/Syndication.

Upon a sale, partial sale, refinancing (except a Permitted Refinancing as defined below) or syndication of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys or collection fees due and owing, (at the sole option of the City), shall without further notice, demand or presentment to Borrower by City, become immediately due and payable; provided, however, that a syndication for purposes of raising Developer's equity of at least \$5,198,883 shall not cause an acceleration of the Loan under this Agreement.

Section XII. General.

(a) No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Developer shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by Developer.

(b) All rights of City to and under this Agreement and in and to the U.D.A.G. Collateral shall pass to and may be exercised by any assignee thereof. Developer agrees that if City gives notice to Developer of an assignment of said rights, upon such notice, the liability of Developer to the assignee shall be immediate and absolute. Developer will not set up any claim against City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that Developer shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

Section XIII. Housing and Urban Development Approval.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Construction Lender or Developer by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

Section XIV. Equal Employment Opportunity.

Developer and its successors and assigns, agree that during the term of the Loan:

14.1. Developer will develop an affirmative action plan to ensure equal employment opportunities without regard to race, color, religion, sex or national origin. Such plan shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

14.2. Developer will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

14.3. Developer will include the provisions of subsections 14.1 and 14.2 of this Section XIV in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

14.4. Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

14.5. Notwithstanding anything herein to the contrary, any Developer contract for the purchase of U.D.A.G. equipment shall not be subject to the provisions of this Section XIV.

Section XV. No Assignment or Succession.

No transfer of Loan funds by the City to Developer shall be, or be deemed to be, an assignment of U.D.A.G. Grant funds, and Developer shall not succeed to any rights, benefits or advantages of the City under the U.D.A.G. Grant, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Grant.

Section XVI. Disclaimer of Relationship.

Nothing contained in this Agreement or in the U.D.A.G. Grant Agreement, nor any act of the Secretary or of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary or the City.

Section XVII. Conflict of Interest.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

Section XVIII. Limitation of Liability.

Developer expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to Developer, its successors or assigns in the event of any default or breach by the City under this Agreement.

Section XIX. Time of the Essence.

Time is of the essence of this Agreement.

Section XX. Additional Provisions.

20.1. Developer shall erect a sign at the Project site which shall be consistent with criteria set by the United States Department of Housing and Urban Development, and furnished to Developer by the City.

20.2. All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage and fees prepaid, addressed as follows:

If to City:

City of Chicago, Illinois
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Developer:

Waveland Associates
200 East Randolph Drive
Suite 5560
Chicago, Illinois
Attention: Louis R. Silverman

With a Copy to:

Mellon Bank
Mellon Square
Pittsburgh, Pennsylvania 15230

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

20.3. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

20.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the City of Chicago, Borrower (and Developer) have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

Exhibit A

To Redevelopment Agreement.

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower \$4,044,000 of Grant Funds for construction by Developer of a 44 story 584 unit apartment building, with a 558 car parking garage and approximately 47,500 square feet of commercial space.

2. Developer agrees to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Developer shall acquire, and construct the Property and develop the Project for a total cost of not less than \$68,671,483.

(b) Developer shall provide at least \$5,198,883 of cash equity for acquisition of the Property.

(c) City shall issue at least \$59,450,000 of revenue bonds for the acquisition and development of the Property.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the U.D.A.G. Grant.

Exhibit B

To Redevelopment Agreement.

The terms and conditions of the loan will be consistent with the following:

1. **Construction Loan.**

(a) The principal amount of the Loan shall be \$4,044,000.

(b) Simple interest at the rate of 4% per annum shall be accrued on all U.D.A.G. Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form an enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the U.D.A.G. Grant funds to Borrower and shall continue for a period of 36 months from said initial disbursement, but in no event later than July 1, 1988.

(d) The following shall be required of Developer as Conditions Precedent to disbursement of Loan proceeds:

(i) Developer shall certify to City and H.U.D. that Developer has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

(ii) Developer shall furnish to City a commitment for an A.L.T.A. policy of mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, and subordinated only to the first mortgage of the Bondholders and/or provider of credit enforcement for the bonds to secure a loan in an amount not to exceed \$59,450,000, and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest therein in favor of the Bondholders.

(iii) Developer shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(iv) Developer shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company"), which shall provide that Company shall receive from Developer, to review and approve no more frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Developer:

(aa) A Request for Reimbursement, specifying the amount requested, that said amount is for U.D.A.G. eligible items, and is in the ratio of Loan Funds to Private Funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors Sworn Statements of work completed to date;

(cc) Certification by Developer's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Developer's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made on the basis of a percentage of work completed and in place, a staged basis, a voucher and paid receipts basis, or any combination of same;

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of U.D.A.G. Grant funds for every \$11.22 of private funds expended by Developer for the Project.

(v) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of H.U.D. and the Secretary of H.U.D. has authorized the City to draw down such funds from its letter of credit.

(vi) Loan disbursements shall be made on the following basis:

(aa) Until completion of 50% of the Project as determined by certification thereto and approval thereof by the Project Architect and/or Engineer, Developer and the City, payment shall be for 90% of such work completed, with a 10% holdback. Upon completion of 50% of the Project, as certified, one-half of the aggregate holdback to that date shall be released to the Borrower.

(bb) After 50% of the Project is completed pursuant to Paragraph (a) above, all disbursements of the Loan shall be for 95% of the work completed with a 5% holdback.

(cc) Upon substantial completion of the Project as certified and approved by the Project Architect and/or Engineer, Developer and the City, all remaining holdback shall be released to Borrower.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of the enlarged principal balance of the construction period loan.

(b) The term of the loan shall be 30 years commencing upon substantial completion of construction but in no event later than July 1, 1988.

(c) The interest rate shall be 4% per annum for years 1 through 6, and 7% for years 7 through 30.

(d) Repayment of the Loan by Borrower to Lender shall be as follows:

(i) For years 1 through 6, Developer shall make payments of interest only on the enlarged principal balance at the rate of 4% per annum on a monthly basis.

(ii) For years 7 through 30, equal quarterly payments of the enlarged principal balance and simple interest thereon at 7% per annum based upon a 24 year amortization schedule;

(e) Additional interest ("Additional Interest") shall be paid by Developer to City as follows:

return on equity ("Return on Equity"), on a non-cumulative, annual basis, it shall pay the City on an annual basis 25% of the Net Cash Flow (defined as all operating revenues less debt service on the Senior Financing and City's loan or other permitted financing); real estate taxes; reasonable and customary operating expenses; management fees up to a maximum of 5% of gross revenues; and without deduction for depreciation, capital improvements or reserves therefore. Equity, as used herein shall be defined as all cash or recourse notes contributed to the Project by the (Borrower) (Developer) as capital.

(ii) Upon the sale or partial sale of the Project during the term of the loan, 20% of net sales proceeds (defined as gross sale price less Developer's equity, payoff of the then existing Senior Financing and City loans, and usual and customary costs of sale).

(iii) Upon a syndication for any purpose, 50% of net syndication proceeds (defined as gross syndication proceeds less the amount required to meet Developer's equity obligation, or to complete the Project, or to pay off the Developer's equity investment and usual and customary costs of syndication).

(v) Developer shall (a) pursuant to Paragraph (e) (i) above, submit to City within 120 days of the close of the calendar year during the term of the Loan, financial statements prepared by a certified public accountant, prepared in accordance with Generally Accepted Accounting Principles, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor; (b) and pursuant to Paragraph (e) (ii) above, submit to City within 5 working days of closing of the transaction, a statement prepared by a certified public accountant, prepared in accordance with Generally Accepted Accounting Principles, consistently applied, setting forth the Additional Interest due and owing the City, along with a check in the amount therefor.

(f) In addition, the City shall be entitled to 50% of Excess Syndication Proceeds of the Developer. Excess Syndication Proceeds is herein defined as the amount of net syndication proceeds received from limited partner investors, which amount is not required to develop the Property.

3. Prepayment of Loan. The loan may be prepaid at any time without penalty.

4. Nondisturbance Agreements. City agrees, upon request from Developer to execute and deliver, nondisturbance and attornment agreements reasonably satisfactory to Developer and City wherein City shall agree that, with respect to any leases of the Project, the tenants, under such leases shall be entitled to the quiet enjoyment of the leased premises without disturbance from City if and so long as such tenants shall not be in default under such leases.

Exhibit C
To Redevelopment Agreement.

The Loan made pursuant to this Agreement shall be secured by the following:

1. A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of the Bondholders and/or the provider of credit enhancement for the bonds in an amount not to exceed \$59,450,000 for construction, and the balance of the Property improved or unimproved; provided however, City shall promptly subordinate or terminate its interest in the balance of the Property to any future lender(s) providing financing for additional development thereon if so requested in writing.
2. A grant of security interest in all personal assets of the Project, subordinated only to an interest granted the Bondholders.
3. The completion of the Project shall be guaranteed by Developer's general partners, and repayment of the Loan shall be guaranteed by Developer's general partners to the extent of their assets in the Project, and no or limited shall be personally liable under the aforesaid guaranty.

Exhibit D
To Redevelopment Agreement.

1. City shall loan the sum of \$4,044,000 to Developer for the purpose of construction of the Project.
2. Bond Purchaser shall purchase at least \$59,450,000 of 103(b) revenue bonds from the issuer for the purposes of construction of the Project.
3. Bond Trustee on behalf of the Bondholders shall lend Developer \$59,450,000 of bond proceeds.
4. Developer shall provide not less than \$5,198,883 in equity funds for acquisition of the Property, and construction of the improvements thereon.

Exhibit E
To Redevelopment Agreement.

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Developer shall provide to the City a request for wage determination for all crafts to be utilized on the project, utilizing the U. S. Department of Labor Form 308, or equivalent.
2. Not less than fifteen (15) days prior to the initiation of any construction activities the Developer shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form HUD-1421 (6-75) or equivalent.

The following documentation shall be completed and submitted to the City, as may be required throughout the entire term of the Loan:

1. Upon initiation of construction activities the Developer shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

**AUTHORITY GRANTED FOR EXECUTION OF FIRST SUPPLEMENT TO
RESTATED REDEVELOPMENT AGREEMENT AND CONTRACT FOR
SALE OF BLOCK 16 IN NORTH LOOP
DEVELOPMENT PROJECT.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance authorizing the execution of a first supplement to the restated redevelopment agreement and contract for the sale of Block 16 in the North Loop Development Project located between State, Lake and Dearborn Streets and Wacker Drive.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, By ordinance of this City Council adopted on November 20, 1984, the Mayor was authorized to execute and the City Clerk to attest to an amended restated redevelopment agreement (the "Agreement") with Libra Partners/Americana/Urban Venture (the "Developer") substantially in the form of the contract attached to the ordinance of that date concerning the sale and disposition of Block 16 in the North Loop Project; and

WHEREAS, The Developer has paid over to the City of Chicago the sum of \$900,000 under the terms of the Agreement; and

WHEREAS, The Developer has secured the participation of The Stouffer Corporation or its subsidiary, the Stouffer Hotel Company, as the hotel developer (subject to the approval of the Board of The Stouffer Corporation's parent company, The Nestle Company) for the project contemplated by the Agreement and certain conveyances and assignments will be made to such hotel developer, and a consent thereto is requested by the City of Chicago; and

WHEREAS, The Developer has requested additional time for performance of certain obligations under the Agreement (to wit: additional time to obtain approval of The Nestle Company for its subsidiary, The Stouffer Corporation, to so participate in the redevelopment of Block 16); and

WHEREAS, The transaction contemplated by the Agreement is to be closed on March 31, 1985; and

WHEREAS, In its meeting on January 22, 1985, the Commercial District Development Commission considered the requests of the Developer and recommendations of the Commissioner of the Department of Planning and, by its Resolution 85-CDDC-3, approved the same and directed that a supplement incorporating such approval and proposals be prepared and submitted to this City Council; now, therefore,

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

SECTION 1. The authority given by ordinance adopted by this City Council on November 28, 1984, to the Mayor to execute and the City Clerk to attest, to the Restated Redevelopment Agreement and Contract for Sale of Land, North Loop, Block 16, is hereby confirmed as continuing.

SECTION 2. The Mayor is hereby authorized to execute and the City Clerk to attest to a First Supplement (substantially in the form attached hereto) to the Restated Redevelopment Agreement and Contract for Sale of Land, North Loop, Block 16, concerning the participation of The Stouffer Corporation and other matters therein contained.

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

First Supplement to Restated Redevelopment Agreement and Contract attached to this ordinance reads as follows:

This First Supplement is made as of January 7, 1985, by and between the City of Chicago, a public body corporate, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City") and Libra Partners/Americana/Urban Venture (the "Purchaser"), having its principal office at Suite 2100, 333 West Wacker Drive, Chicago, Illinois 60606.

Whereas, the City and the Purchaser desire to amend and modify that certain Restated Redevelopment Agreement and Contract for sale of land, North Loop, Block 16, dated as of September 30, 1984, concerning the sale and redevelopment of Block 16 in the Original Town of Chicago (the "Agreement").

Now, Therefore, for and in consideration of the mutual covenants and agreements set forth herein, and Ten Dollars (\$10.00) and other good and valuable considerations exchanged by the parties, receipt of which are hereby acknowledged, the City and the Purchaser hereby agree to supplement, amend and modify the Agreement as set forth below in this First Supplement.

A. The total amount of Nine Hundred Thousand Dollars (\$900,000) has been paid by the Purchaser to the City under the Agreement of which:

1. Two Hundred Fifty Thousand Dollars (\$250,000) was paid as acknowledged in Paragraph L of the Recitals of the Agreement;
2. Four Hundred Thousand Dollars (\$400,000) was paid as acknowledged in Paragraph 3(a) of the Agreement; and
3. Two Hundred Fifty Thousand Dollars (\$250,000) was paid on January 7, 1985 by the Purchaser in accordance with Paragraph 2(e) (iii) of the Agreement to extend the Closing Date.

B. The Closing Date under the Agreement as extended pursuant to Paragraph 2(e) thereof is the first business day following March 31, 1985.

C. The date described in the first (1st) and second (2nd) lines of Paragraph 2(e)(ii) is revised and extended to March 31, 1985, and; accordingly, those two lines are revised to read as follows:

"(ii) not later than the thirty-first (31st) day of the sixth (6th) month after the date hereof, Purchaser..."

D. The City consents to the transfer and conveyance of a portion of the Site or of an interest therein to The Stouffer Corporation ("Stouffer") or a partnership or corporation of which Stouffer or Libra Partners are the partners or shareholders, and the second paragraph of Exhibit "F" of the Agreement is hereby revised to substitute Stouffer as the hotel developer for Urban Investment and Development Company named therein.

E. A new paragraph as set forth below in this Paragraph C is added to the Agreement as Paragraph 30 thereof and as Paragraph 26 of Exhibit "B" to the Agreement. Such new paragraph is as follows:

"If, after the date for commencement of construction of the Office Tower specified in Paragraph 10 of the Agreement, construction work (all in accordance with permits for such work issued by the City) has not begun within thirty (30) days after the City makes a written notice of demand that such work begin or a "Construction Notice" [defined below in subparagraph (a)] has not been given by the Purchaser, the City shall have an option (the "Option") to purchase that portion of the Site to be occupied by the Office Tower ("Office Tower Site") during the term ("Option Term") beginning on the date for commencement of such construction and ending on the date for the completion thereof as specified in Paragraph 10 of the Agreement on the following terms and conditions:

(a) The Option may be exercised by written notice ("Option Notice") given to the Purchaser during the Option Term after expiration of the thirty (30) day period referred

to above in this paragraph but before any such construction begins; provided, however, in the event that the City has given an Option Notice and the Purchaser thereafter gives the City written notice ("Construction Notice"), that such construction will commence within one hundred eighty (180) days of such notice, the effectiveness of the Option Notice shall be suspended during such one hundred eighty (180) day period following the Construction Notice and shall be permanently suspended thereafter if such construction begins; provided further, the Purchaser shall have the right to give only one Construction Notice. In the event the City exercises the Option, the City and the Purchaser shall be bound to the sale of the Office Tower Site at the Option Purchase Price specified in subparagraph (c) below, all on the terms and conditions of this paragraph and its subparagraphs.

(b) The Option Notice shall specify a closing date for the purchase contemplated by the Option exercise (the "Option Closing Date"), which date shall not be earlier than thirty (30) days after the date such Option Notice is given nor later than ninety (90) days after such date. In absence of a date being specified in such notice, the Option Closing Date shall be deemed to be ninety (90) days after the date of such notice is given.

(c) The purchase price due from the City, if it exercises the Option (the "Option Purchase Price"), shall be the lesser of: (i) the price paid for the Office Tower Site by the assignee of the grantee of the Purchaser in the transfer described in the Purchaser's letter to the City dated January 17, 1985, and (ii) Three Million Five Hundred Thousand Dollars (\$3,500,000) and shall be paid on the Option Closing Date by cashier's or certified check or wire transfer of funds upon Purchaser's compliance with the terms of this paragraph and the subparagraphs thereof.

(d) If the City exercises the Option, on the Option Closing Date, the Purchaser shall deliver to the City a deed conveying the Office Tower Site to the City vesting it with good and marketable title free and clear of all liens and encumbrances except real estate taxes not then due, the Redevelopment Documents, the Agreement, the Deed and those matters which the City in its sole discretion, will accept.

(e) The transaction resulting from the City's exercise of the Option shall be closed through an escrow with an institution doing escrow business in Chicago using the usual deed and money escrow instructions of such escrowee modified to meet this Agreement. Pursuant to the terms of such escrow, the Purchaser shall provide the City with an owner's policy of title insurance (A.L.T.A. 1972 Owner's B form policy in the amount of the Option Purchase Price with extended coverage over mechanic's lien claims) from a title insurer acceptable to the City.

(f) At the Option Closing Date, upon the City's written request given not less than ten (10) days prior thereto, the Purchaser shall assign to the City or its designee such construction contracts, architects' agreements, loan commitments, and all other contracts and agreements made by or for the Purchaser for loans, fixtures, materials, services or labor used or useful in the construction, leasing or operation of the Office Tower ("Contracts") as are designated by the City. With reference to any Contract so designated by the City, assigned to it and accepted by it, the City shall (i) not be personally liable thereunder, and any claim made against the City thereunder shall be limited to the City's interest in the Office Tower Site and (ii) the City shall pay, on the Option Closing Date, to the Purchaser (in addition to the Option Purchase Price) the amounts the Purchaser has paid for services, labor or materials under such contracts as

evidenced by receipts and invoices therefor. The City's liability as so limited under any such Contract so assigned to the City and accepted by it shall be only for goods, loans, services, labor or materials rendered or delivered at the express request of the City after the Option Closing Date.

(g) Any mortgage or trust deed on the Office Tower Site shall be junior and subordinate to the rights of the City under the Option, and the interest of any mortgagee or trustee under any such mortgage or trust deed in the Office Tower Site (in the event the City exercises the Option) shall be limited to a lien on the Option Purchase Price.

(h) The rights of the City under the Option are in addition to all other rights of the City and remedies provided by this instrument and in no way limit any such rights or remedies; provided however, in the event the City has acquired the Office Tower Site by exercise of the Option, the remedies available to the City concerning the Office Tower shall then be limited to the rights provided in this paragraph and its subparagraphs, and the City shall not be entitled to any other remedies concerning the Office Tower provided in the Agreement including, but not limited to, the liquidated damages of Paragraph 3(e)(ii) thereof and the Service Access Payment specified in Paragraph 5(d) thereof.

(i) In the event that the City exercises the Option, and the transaction contemplated by this paragraph and its subparagraphs is consummated, the City shall have the right to convert the Security Amount into cash and to hold, use and pay out such cash as follows:

(1) Upon so converting the Security Amount into cash, the City shall divide the funds so obtained into two (2) accounts as follows: (A) in one account (the "Office Site Account") the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be placed and (B) the remainder of the Security Amount shall be placed in a separate account (the "Hotel Completion Fund"). Each of the accounts shall bear interest at the rate the City earns on its other deposits.

(2) The Office Site Account shall be held by the City, and, from such account, the City may withdraw its costs in holding the Office Tower Site which costs include, but are not limited to, the following items [accruing during the period (the "Carry Period") beginning on the Option Closing Date and ending on the earlier of (x) the date the City conveys the property to a third party and (z) three (3) years after the Option Closing Date]: interest expense on funds borrowed by the City, lost real estate tax revenues, lost interest revenues that could have been earned by the City of the funds it paid to the Purchaser for such site to the extent such funds are not borrowed (all of which costs are hereinafter referred to as the "City's Carrying Costs").

(3) Provided, however, in the event that, during the Carry Period, the City sells the Office Site for more than one hundred ten percent (110%) of the Option Purchase Price, the amount of such sale price in excess of such one hundred ten percent (110%) shall be applied first to the City's Carrying Costs and the Office Site Account shall be used second to pay such costs.

(4) The balance in the Hotel Completion Fund shall be paid to the Purchaser on the Option Closing Date if the City has issued a Completion Certificate for the Hotel/Retail portion of the improvements. If the City has not issued such a certificate

on such date, the Hotel Completion Fund shall be held by the City as part of the Security Amount under the terms of the Agreement, and the remaining balance of such fund shall be paid to the Purchaser when such certificate issues.

(5) The balance in the Office Site Account shall be paid to the Purchaser upon expiration of the Carry Period if the City has issued a Completion Certificate for the Hotel/Retail portion of the improvements. If the City has not issued such a certificate on such date, the Office Site Account shall be held by the City as part of the Security Amount under the terms of the Agreement, and the remaining balance of such account shall be paid to the Purchaser when such certificate issues.

F. The Improvements shall be so designed by the Purchaser that the Office Tower Site shall contain such area and appurtenant rights in the remainder of the Site (which rights include, but are not limited to, any or all of the following if necessary or beneficial for the Office Tower: means of ingress or egress, parking, loading docks, structural support, utilities and other related matters, some or all of which may be in "air rights") to permit the construction of the Office Tower as a building containing not less than eight hundred thousand (800,000) square feet of office area and such retail areas so that the retail requirements of the Guidelines will be met.

G. Paragraph 26 of Exhibit "B" is added to the list of paragraphs in Paragraph 22 of such exhibit, and Paragraph 30 of the Agreement is added to the list of paragraphs in Paragraph 19 of such agreement.

H. Except as expressly provided in this First Supplement, the Agreement is not supplemented, modified or otherwise amended.

I. Capitalized terms contained in this First Supplement not defined herein, but defined in the Agreement, have the meaning as set forth in the Agreement.

In Witness Whereof, the parties hereto have executed or caused this Agreement to be executed, all as of the date first above written.

[Signature form omitted for printing purposes.]

TECHNICAL AMENDMENTS AUTHORIZED FOR SPECIAL SERVICE
AREA NUMBER 6.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council of the City of Chicago created Special Service Area 6 by ordinance passed on December 28, 1984; and

WHEREAS, The legal description attached to said ordinance as Exhibit 1 contained certain deficiencies of a technical nature, in that certain parcels which were part of a single street address were inadvertently left out; and

WHEREAS, An accurate legal description is necessary for the County Clerk to extend the taxes levied against parcels within the boundaries of the Special Service Area; now, therefore,

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

SECTION 1. Exhibit 1 of the ordinance passed December 28, 1984 is hereby deleted in its entirety, and Exhibit 1 attached hereto containing 5 pages, is substituted in its place.

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

Exhibit 1 attached to this ordinance reads as follows:

From a point on a straight line starting at the southeasternmost point of tax parcel 13-12-316-015, thereafter north and west along the easternmost border of tax parcels 13-12-316-015 and 13-12-316-014 to the northeasternmost point of tax parcel 13-12-316-014; thereafter west along the northern border of tax parcel 13-12-316-014 to its western border; thereafter south along the western border of 13-12-316-014 to a point of intersection with the northern boundary of tax parcel 13-12-316-013; thereafter west along the northern border of tax parcels 13-12-316-013 and 13-12-316-012 to the western border of tax parcel 13-12-316-012, excepting from tax tax parcel 13-12-316-011; thereafter south along the western border of tax parcel 13-12-316-012 to a point of intersection with a line extended east from the middle of the first alley north of Lawrence Avenue and west of Sacramento; thereafter west along the same line to the center line of Kimball Avenue; thereafter running north on the same line to a point of intersection with a line extended east from the southern border of tax parcel 13-11-427-019; thereafter running west along the same line to the western border of the first alley west of Kimball Avenue and north of Lawrence Avenue; thereafter running north along the same line to the southern border of tax parcel 13-11-427-005; thereafter running west along the same line to the center line of Bernard Avenue; thereafter running south on the same line to a point of intersection with a straight line extended east from the middle of the first alley line north of Lawrence Avenue and west of Bernard; thereafter running west along the same line to the first alley line east of Pulaski, excepting from tax tax parcel 13-11-326-035; thereafter running north to the southern border of tax parcel 13-11-300-003, excepting from tax those parcels whose tax numbers are 13-11-313-012, 13-11-313-011, 13-11-313-010, 13-11-313-009, 13-11-313-007, 13-11-313-006, 13-11-313-005, 13-11-313-004, 13-11-313-002; thereafter east along the same line to the easternmost border of tax parcel 13-11-300-002; thereafter north along the same line to the northern border of tax parcel 13-11-300-002; thereafter west along the northern border of tax parcel 13-11-300-002 and along a line extended west from the northern border of tax parcel 13-11-300-002 to a point of intersection with the western border of tax parcel 13-10-404-005, excepting from tax the North Branch of the Chicago River and tax parcel 13-11-300-001; thereafter south along the same line to the northern border of tax parcel 13- 10-410-016; thereafter east along the same line to the center line of Pulaski Road; thereafter south along the same line to a point of intersection with a line extended east from the northern border of tax parcel 13-10-412-005; thereafter west along the same line to the center line of the first alley west of Lawrence Avenue and north of Argyle Street; thereafter south on the same line to the southern border of tax parcel 13-10-428-031, excepting those properties whose tax parcel numbers are 13-10-420-015, 13-10-420-016, 13-10- 420-017, 13-10-420-018, 13-10-420-019, 13-10-420-020, 13-10-420-024 and 13- 10-428-010; thereafter running west along the same line to a

point of intersection with the southern boundary of the first east-west alley north of Lawrence Avenue and west of Pulaski; thereafter running west along the same line to the center line of Keystone Avenue; thereafter running south along the same line to a point of intersection with the middle of the first alley south of West Lawrence Avenue; thereafter east along the same line to a point of intersection with the middle of the first alley west of North Pulaski Road; thereafter running south along the same line to a point of intersection with a straight line extending along the south property line of tax parcel 13-15-207- 042; thereafter running east along the same line to a point of intersection with the center line of North Pulaski Road; thereafter running south along the same line to a point of intersection with the center of West Wilson Avenue; thereafter west along the same line to a point of intersection with the middle of the first alley west of North Pulaski Road; thereafter running south along the same line to a point of intersection with a straight line extending along the north property line of 13-15-239-026; thereafter running east along the same line to a point of intersection with the center of North Pulaski Road; thereafter running south to a point of intersection with the center of West Montrose Avenue; thereafter running east along the same line to a point of intersection with a straight line extended south from the first alley east of Pulaski Road and north of Sunnyside Avenue; thereafter running north to the first alley south of Lawrence Avenue and east of Pulaski Road, excepting from tax those tax parcels whose tax numbers are 13-14-121-001 and 13-14-121-007 and 13-14-114-017, 13-14-114-016, 13-14-121-015, 13-14-121-004 and 13-14- 121-005 and 13-14-100-012 and 13-14-100-013, but including all of tax parcel 13-14-121-027; thereafter running east along the same line to the middle of the first alley immediately west of Kimball Avenue; thereafter running south along the same line to the center line of Leland; thereafter running east along the center line of Leland to a point of intersection with the center of Kimball Avenue; thereafter north along the same line to a point of intersection with a straight line extended west from a line running along the southern property line of tax parcel 13-14-204-047, excepting from tax tax parcel 13-14-204-041; thereafter running east along the same line to the easternmost border of the same parcel; thereafter running south along the same line to a point of intersection with the southern property line of tax parcel 13-14-204-045; thereafter east along the same line to the middle of Spaulding Avenue, then north along the same line to a point of intersection with a line extended west from the first east-west alley line south of Lawrence Avenue and east of Spaulding; thereafter east along the same line to the middle of the first alley west of Kedzie Avenue and south of Lawrence Avenue; thereafter south along the same line to a point of intersection with the northern border of tax parcel 13-14-207-014; thereafter west along the same line to its western border; thereafter south along the western borders of tax parcels 13-14-207-014, 13- 14-207-015, 13-14-207-029, 13-14-207-030, 13-14-207-031, 13-14-207-033 and 13-14-207-034, excepting from tax parcel 13-14-204-041; thereafter east along the southern border of tax parcel 13-14-207-034 to a point of intersection with a line extended north from the first alley south of Eastwood and west of Lawrence; thereafter south along the same line to a point of intersection with Montrose Avenue, excepting from tax that parcel whose tax parcel number is 13-14-220-026; thereafter east on said line to a point of intersection with a straight line extended south from the middle of the first alley immediately east of North Kedzie Avenue and north of West Montrose Avenue; thereafter north on the same line to a point of intersection with the middle of the first alley immediately south of Lawrence Avenue including all parts of vacated alleys on all parcels fronting Kedzie Avenue and excepting from tax parcel 13-13-500-001; thereafter east along the same line to the westernmost edge of the North Shore Channel; thereafter north and west along the same line to a point of intersection with the center line of Lawrence Avenue; thereafter west along the same line to a point

of intersection with a line extended south from the point of origin, thereafter north to the point of origin.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

**AUTHORITY GRANTED FOR CERTAIN TECHNICAL
AMENDMENTS TO TAX LEVY ORDINANCE FOR
SPECIAL SERVICE AREA NUMBER 6.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council of the City of Chicago passed a levy ordinance on December 28, 1984, levying a tax on property situated within the boundaries of Special Service Area 6; and

WHEREAS, The levy ordinance contained certain typographical errors; and

WHEREAS, The City Council deems it desirable to correct the typographical errors; now, therefore,

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

SECTION 1. Section 1 of the ordinance is amended as follows:

Line 10, delete "Chicago River" and substitute
in its place "Lawrence Avenue";

Line 14, delete "sough" and substitute "south"
in its place;

Line 15, delete "ane" and substitute "and" in its place.

SECTION 2. Delete "(.0049%)" each and every place it appears, and substitute in place thereof "(.49%)".

SECTION 3. This ordinance shall be effective by and from the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

CHAPTER 200.5 OF MUNICIPAL CODE AMENDED
CONCERNING CHICAGO ALCOHOLIC
BEVERAGE TAX.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council passed an ordinance on February 4, 1985, extending the effective date of the Chicago Alcoholic Beverage Tax; and

WHEREAS, The City Council will be considering substitute legislation to replace the Chicago Alcoholic Beverage Tax; now, therefore,

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

SECTION 1. That Section 1 of the ordinance passed on February 4, 1985 appearing at C.J.P. p.p. 12952-3 is hereby amended by deleting that language bracketed and inserting that language in italics as follows:

Section 1. The effective date of Chapter 200.5 of the Municipal Code of Chicago, which was passed on December 31, 1984, is hereby amended to be [March 1, 1985] *April 1, 1985* and not until such date shall such Chapter be in full force and effect.

SECTION 2. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

**AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS
AT SPECIFIED LOCATIONS.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

W. 101st Street from S. Pulaski Rd. to S. Springfield Ave.;
W. 101st Place from S. Pulaski Rd. to S. Springfield Ave.;
S. Harding Avenue from W. 101st Street to W. 101st Place;
S. Springfield Avenue from W. 101st Street to 125 feet S.S.L. of W. 101st Place,

2,227 feet of 8-inch ductile iron water pipe in the "Talley's Corner Subdivision Phase II" at the total estimated cost of \$130,500.00, chargeable to Reimbursable Funding - Refundable Deposit Number (03545).

The above work is to be done under Order No. A-00015.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS AND REFUND OF FEES
FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.**

The Committee on Finance to which had been referred (October 31, December 3 and 12, 1984 and February 13, 1985) sundry proposed ordinances and proposed orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and proposed orders.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 42.

Nays -- None.

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

FREE PERMITS.

Grant Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Grant Hospital for electrical installations by Allison Electric, 3724 N. Lawndale Avenue, Chicago, Illinois, on the premises known as 550 W. Webster Avenue.

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

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

Saint Joseph Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Joseph Hospital, 2900 N. Lake Shore Drive for construction of a new emergency generator room by Pora Construction Company of Des Plaines, Illinois, on the premises known as 2900 N. Lake Shore Drive.

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

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

Morning View Baptist Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Morning View Baptist Church, 613-615 East 45th Street for the demolition of the church property located at 611 East 45th Street.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Babes in Toyland/Day Care and Kindergarten.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1985:

Babes in Toyland/Day Care and Kindergarten
2419-21 E. 75th Street.

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

South Shore Community Church Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1985:

South Shore Community Church Day Care Center
7401 S. Yates Boulevard.

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

Hospitals.

Martha Washington Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1985:

Martha Washington Hospital
4055 N. Western Avenue.

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

Loretto Hospital Gift Shop.

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

SECTION 1. In accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of license fee for the construction of a gift shop, Loretto Hospital Gift Shop, 645 S. Central Avenue, Chicago, Ill. 60644.

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

REFUND OF FEES.

Faith English Evangelical Lutheran Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund \$75.00 to the Faith English Evangelical Lutheran Church, 6201 W. Peterson Avenue, for day care center at this location.

Olympic Center.

Ordered, That the City Comptroller is hereby authorized and directed to reimburse the amount of \$7,956.23 to the Olympic Center, 211 E. Chicago Avenue, Suite 1350, representing payment of fees for annual maintenance of "No Parking-Tow-Away Zone" signs located on the north side of E. Superior Street from N. Michigan Avenue to a point 190 feet east thereof. This tow-away zone was established as a traffic safety measure and constitutes a public benefit.

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

The Committee on Finance to which had been referred on February 13, 1985, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name and Address	Warrant Number and Type of Inspection	Amount
4850 North Winthrop Towers (H.U.D.)	F4-427646	\$137.50
4850 North Winthrop Avenue	F4-427679 (Mech. Vent.)	92.50
Misericordia (Heart of Mercy Village) 6300 North Ridge Avenue	PI-415307 (Fuel Burn. Equip.)	101.00
MoMing Dance and Arts Center 1034 West Barry Avenue	B3-403934 (Pub. Place of Assm.)	34.00
Northwest Home for the Aged 6300 North California Avenue	PI-415205 (Fuel Burn. Equip.)	137.00
Northwestern Memorial Hospital 244 E. Pearson Street	PI-413399 (Fuel Burn. Equip.)	94.00
Schwab Rehabilitation Center 1401 South California Avenue	F5-500061 (Insp.)	150.00

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL
LICENSE FEE FOR SPECIAL POLICEMAN
EMPLOYED AT RESOURCE CENTER.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs one (1) Special Policeman and shall pay a fee of \$10.00 per license for the year 1985:

Resource Center
6100 S. Blackstone Avenue.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 42.

Nays -- None.

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

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

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

[Regular Orders printed on pages 14202 thru 14205 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party Order printed on page 14206 of this Journal.]

REPORT DATE 2/27/85
PROGRAM--PERD73

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/20/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AKERS	ELDRIDGE L	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	6/25/83 501.00
ATKINSON	ELMER	POLICE OFFICER	SIXTH DISTRICT	10/11/84 340.23
AVANT	BERNARD	POLICE OFFICER	FOURTH DISTRICT	10/20/84 74.95
BEPEA	JOSEPH	POLICE OFFICER	SEVENTH DISTRICT	10/28/84 40.00
BOYD	EDDIE L	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/84 92.00
BROGAN	JOSEPH J	POLICE OFFICER	SIXTEENTH DISTRICT	10/31/84 125.00
BROWN	RAYMOND L	POLICE OFFICER	SIXTH DISTRICT	10/25/84 175.00
CAREY	JOHN	POLICE OFFICER	FIFTH DISTRICT	12/09/83 190.00
CHENTIS	NICHOLAS A	POLICE OFFICER	FIFTEENTH DISTRICT	10/03/84 103.25
DALEY	DARYLL E	POLICE OFFICER	FIRST DISTRICT	10/19/84 119.00
DEMBOWSKI	CJNRAD	POLICE OFFICER	SEVENTEENTH DISTRICT	10/21/84 132.00
DONOHUE	THOMAS J	SERGEANT	TWELFTH DISTRICT	1/13/84 134.85
DORONIALA	RICHARD	POLICE OFFICER	THIRTEENTH DISTRICT	10/18/84 190.00
ETEMAN	JOHN	POLICE OFFICER	FOURTH DISTRICT	10/20/84 169.00
FARRELL	ROBERT J	POLICE OFFICER	SEVENTEENTH DISTRICT	7/12/80 2795.00
FERNANDES	EMMA	POLICE OFFICER	SEVENTH DISTRICT	5/08/84 447.50
GAFFNEY	WILLIAM H	POLICE OFFICER	AUTO THEFT SECTION	10/09/84 70.00
GALFANO	JEROME	POLICE OFFICER	THIRTEENTH DISTRICT	7/06/84 25.00
GLYNN	MARY M	POLICE OFFICER	EIGHTH DISTRICT	10/24/84 108.60
GUZIK	EDMUND J	POLICE OFFICER	TRAFFIC COURT SECTION	3/31/83 265.00
JONES	RALPH	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/83 529.95
LACNY	ROGER F	POLICE OFFICER	EIGHTH DISTRICT	1/26/84 65.34
LACOSTE	RYMAN	POLICE OFFICER	SECOND DISTRICT	10/08/83 15.00
MARTIN	THOMAS P	SERGEANT	SIXTH DISTRICT	10/13/84 180.95
MIENTUS	ALBERT	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	11/29/83 180.50
MOISAN	LUIS A	POLICE OFFICER	FIFTH DISTRICT	4/15/84 1380.00
MOSQUEDA	ANGELO	POLICE OFFICER	TWENTIETH DISTRICT	6/29/84 220.00
MURKOWSKI	STANLEY	POLICE OFFICER	THIRTEENTH DISTRICT	10/18/84 140.00
NASH	THOMAS	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/21/84 2431.00
NESSLING	DANIEL P	POLICE OFFICER	ELEVENTH DISTRICT	10/01/84 95.50
ORTIZ	RAADUL	POLICE OFFICER	EIGHTEENTH DISTRICT	10/05/84 143.50
PETERSON	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	10/03/84 92.00
PILIOR	LINDA	POLICE OFFICER	EIGHTEENTH DISTRICT	10/30/84 87.25
PISTERZI	FRANK M	POLICE OFFICER	THIRTEENTH DISTRICT	10/02/84 354.00
RAOZIK	GLENN M	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/19/84 196.00
STEFAN	DOJOOTHY	POLICE OFFICER	SEVENTH DISTRICT	10/31/84 348.50
STEWART	ORVILLE	POLICE OFFICER	SECOND DISTRICT	5/21/84 10293.83
WARD	BERNARD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/01/84 8.50
WILLIS	LYNDA K	POLICE OFFICER	RECRUIT TRAINING	10/27/82 146.00
ZALALIS	LEF W	POLICE OFFICER	FOURTH DISTRICT	10/29/84 156.90
ABFALL	CHARLES	ENGINEER	ENGINE COMPANY 124	10/30/84 608.50
ANNIS	CURT	FIREFIGHTER	TRUCK 36	11/29/84 113.00
BALCAUSKI	RAYMOND	FIREFIGHTER	TRUCK 8	11/02/84 205.00
BARNES	JAMES F	FIREFIGHTER	ENGINE COMPANY 8	7/25/84 224.00
BARTGEN	WILLIAM	FIREFIGHTER	AMBULANCE 8	11/27/84 213.00
BEEHSTERROER	WILLIAM	FIREFIGHTER	ENGINE COMPANY 116	1/03/85 24.00
BENOVSKY	JOHN	FIREFIGHTER	ENGINE COMPANY 76	8/31/84 34.50
BLISS	CHARLES	FIREFIGHTER	ENGINE COMPANY 7	11/21/84 277.00
BLOCKER	RAYMOND	PARAMEDIC	AMBULANCE 47	11/03/84 73.00

2/27/85

REPORTS OF COMMITTEES

14203

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/20/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BRADLEY DAVID	FIREFIGHTER	TRUCK 24	11/12/84	106.40
BREAUX DANIEL	FIREFIGHTER	AMBULANCE 7	10/03/84	244.00
BROZYNA ANDREW	FIREFIGHTER	ENGINE COMPANY 98	8/08/84	80.00
BUFORD GREGORY	FIREFIGHTER	ENGINE COMPANY 26	11/08/84	223.00
BUGAJ DEBRA	PARAMEDIC	AMBULANCE 47	9/18/84	127.00
BYRNES JOHN	CAPTAIN	TRUCK 8	10/28/84	200.00
CATLIN ARTHUR V	FIREFIGHTER	FIRE PREVENTION	7/24/84	68.00
CECICH MICHAEL	FIREFIGHTER	AMBULANCE 8	12/11/84	198.00
COLLINS JAMES	PARAMEDIC	AMBULANCE 10	12/08/84	122.00
COLLINS JOHN	LIEUTENANT	ENGINE COMPANY 86	12/05/81	60.00
CORBETT JOHN	FIREFIGHTER	TRUCK 5	11/21/84	181.50
CORDT ROBERT	PARAMEDIC	AMBULANCE 44	10/05/84	134.00
CRAVEN FRANK M	CAPTAIN	ENGINE COMPANY 106	2/05/84	72.00
CUNNINGHAM EDWARD	CAPTAIN	TRUCK 26	11/03/84	93.00
DALY WILLIAM	ENGINEER	ENGINE COMPANY 44	9/27/84	119.50
DAVIS P JOSEPH	CAPTAIN	TRUCK 4	3/20/83	50.00
DELANA TIMOTHY	PARAMEDIC	EMS CITY WIDE RELIEF	11/26/84	115.00
DOYLE JAMES	FIREFIGHTER	TRUCK 3	12/28/84	76.75
EDINGBURG WENDELL	FIREFIGHTER	TRUCK 11	9/07/84	329.50
FERENZI BENEDICT W	LIEUTENANT	ENGINE COMPANY 8	9/12/83	35.00
FLEMING LEROY	FIREFIGHTER	TRUCK 35	11/12/84	44.00
FLORES JOSE L	FIREFIGHTER	TRUCK 2	7/17/84	110.00
GANSEL KEITH	PARAMEDIC	AMBULANCE 38	10/17/84	145.00
GAUL EDWARD	FIREFIGHTER	TRUCK 61	1/06/85	132.00
GAYDA WAYNE	FIREFIGHTER	TRUCK 32	9/16/84	90.10
GIANFORTE JAMES	FIREFIGHTER	BATTALION 13	7/15/84	73.00
GOMEZ CHRISTOPHER	FIREFIGHTER	TRUCK 33	1/16/84	203.00
GRAVES KEVIN	FIREFIGHTER	TRUCK 3	11/20/84	166.75
GRISIUS THOMAS	FIREFIGHTER	TRUCK 26	8/13/84	64.00
GUILLEN EDMUND	LIEUTENANT	DISTRICT RELIEF 1	11/01/84	180.00
GUZZARDO JOSEPH	FIREFIGHTER	AMBULANCE 3	11/05/84	157.15
HOFF ROBERT	LIEUTENANT	SQUAD 2	5/16/84	91.00
HOFFMAN JOHN	LIEUTENANT	EMS DISTRICT 5 HEADQUARTERS & R	11/14/84	122.00
HORIST RONALD	ENGINEER	ENGINE COMPANY 10	1/17/83	50.00
HOSHELL JEFFREY	FIREFIGHTER	TRUCK 19	8/05/84	20.00
JAHNKE ROLAND	FIREFIGHTER	TRUCK 17	10/24/84	5756.30
JOHNSON MARVIN	FIREFIGHTER	TRUCK 11	12/15/84	78.00
JONES JOHN	FIREFIGHTER	TRUCK 2	8/23/84	45.00
JUREK RICHARD	PARAMEDIC	AMBULANCE 10	9/17/84	293.00
KARNER THOMAS	LIEUTENANT	DISTRICT RELIEF 2	8/22/84	232.00
KEIPER-KNAPP EILEEN	PARAMEDIC	AMBULANCE 9	11/09/84	14.00
KENNEALLY PHILLIP	FIREFIGHTER	TRUCK 38	10/30/84	7008.20
KNEZEVICH ANTONIO	FIREFIGHTER	SQUAD 6	8/02/84	81.50
KOCH JEROME	FIREFIGHTER	TRUCK 14	11/22/84	103.31
KONIECZKI NORMAN	FIREFIGHTER	ENGINE COMPANY 34	12/02/84	59.00
KOOL ISABELLA	FIREFIGHTER	AMBULANCE 18	12/23/84	153.00
KOSTOR BARBARA	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	10/25/84	126.00
KRAVITZ HOWARD J	PARAMEDIC	AMBULANCE 31	10/13/84	208.00
KRAZECKI THOMAS J	PARAMEDIC	AMBULANCE 14	11/15/84	887.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/20/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KUGELMAN	WILLIAM	CAPTAIN	ENGINE COMPANY 101	12/09/83 2502.30
KUNGIS	JOHN	CAPTAIN	ENGINE COMPANY 96	10/22/84 476.00
LAMANNA	PETER	FIREFIGHTER	SQUAD 6	7/31/84 91.00
LEVIN	RICHARD	PARAMEDIC	DISTRICT RELIEF 1	11/04/84 125.00
LOBIANCO	MICHAEL	FIREFIGHTER	TRUCK 47	8/28/84 40.00
LOPEZ	MANUEL	FIREFIGHTER	ENGINE COMPANY 49	10/30/84 49.00
LUPO	DONALD M	FIREFIGHTER	TRUCK 44	12/09/84 211.00
MAJEWSKI	GERALD	ENGINEER	ENGINE COMPANY 46	11/20/84 14.00
MARTIN	ROBERT	FIREFIGHTER	TRUCK 36	11/12/84 123.00
MASSOGLIA	DOMINICK M	CAPTAIN	ENGINE COMPANY 29	5/19/84 3106.17
MCLARY	JOSEPH	FIREFIGHTER	AMBULANCE 31	10/13/84 55.00
MCMAHON	KEVIN	FIREFIGHTER	DISTRICT RELIEF 4	9/06/84 251.50
MCMAHON	THOMAS O	LIEUTENANT	TRUCK 34	12/03/84 122.50
MCSWENEY	JAMES	PARAMEDIC	DISTRICT RELIEF 5	10/08/84 461.50
MERRELL	L.C	FIREFIGHTER	TRUCK 1	12/10/84 88.90
MICHI	ANTHONY	FIREFIGHTER	ENGINE COMPANY 57	9/18/84 15.00
MICHON	MICHAEL	FIREFIGHTER	ENGINE COMPANY 117	7/29/84 2155.85
MILLER	BERNARD	LIEUTENANT	TRUCK 15	4/09/84 33.00
MILOTT	NEAL	FIREFIGHTER	SQUAD 1	1/25/84 75.07
MILOTT	NEAL	FIREFIGHTER	SQUAD 1	11/25/84 25.00
MINOGUE	KATHLEEN	PARAMEDIC	AMBULANCE 26	4/02/83 38.68
MONROE	WILLIAM	FIREFIGHTER	TRUCK 11	11/13/84 78.00
MOODY	ANTHONY C	FIREFIGHTER	ENGINE COMPANY 14	9/23/84 203.50
MURRAY	LAWRENCE	PARAMEDIC	AMBULANCE 28	7/14/84 213.00
MUSTAL	KENNETH	PARAMEDIC	TRUCK 4	1/02/84 23.50
NOCKELS	DANIEL	CAPTAIN	TRUCK 58	11/26/84 1187.50
NOWIK	PAUL	FIREFIGHTER	TRUCK 13	11/19/84 55.00
NUTTER	HARRY	PARAMEDIC	ENGINE COMPANY 110	11/18/84 162.00
OAKLEY	ROBERT	PARAMEDIC	DISTRICT RELIEF 5	9/22/84 112.00
OCONNOR	FRANK	CAPTAIN	TRUCK 18	10/30/84 208.00
OLSON	WILLIAM	BATTALION CHIEF	BATTALION 17	11/04/82 35.00
PAGAN	FABIAN	FIREFIGHTER	DISTRICT RELIEF 1	11/18/84 1499.00
PAUKSTYS	STEPHEN	FIREFIGHTER	ENGINE COMPANY 77	10/04/84 177.40
PAVLIK	JOSEPH	FIREFIGHTER	AMBULANCE 8	10/31/84 58.00
PEDROZA	FRANK M	FIREFIGHTER	DISTRICT RELIEF 3	6/22/84 130.00
PETERSON	RAYMOND	PARAMEDIC	AMBULANCE 46	7/21/84 67.00
PHILLIPS	MICHAEL	FIREFIGHTER	TRUCK 40	1/10/85 50.00
PIIRONEN	DAVID	PARAMEDIC	DISTRICT RELIEF 3	11/26/84 330.00
PLUTA	JOHN	POLICE OFFICER	AMBULANCE 34	11/06/84 4233.25
POWER	THOMAS	FIREFIGHTER	ENGINE COMPANY 125	12/18/84 71.00
QUINN	JOSEPH	FIREFIGHTER	TRUCK 33	2/01/84 80.00
RAPINCHUK	SAMUEL	CAPTAIN	DISTRICT RELIEF 2	9/04/84 85.00
RAY	RUSSELL	FIREFIGHTER	ENGINE COMPANY 129	12/24/84 1011.00
ROBERTS	DANNY H	FIREFIGHTER	DISTRICT RELIEF 1	12/18/84 2741.00
RUANE	THOMAS	LIEUTENANT	TRUCK 18	11/16/84 2982.00
SANICKI	BRADLEY	FIREFIGHTER	TRUCK 41	12/09/84 193.00
SCHMIDT	SUSAN	PARAMEDIC	AMBULANCE 8	7/20/84 58.00
SCHMIDT	THOMAS	FIREFIGHTER	TRUCK 50	12/02/84 104.00
SCOTT	GENE	FIREFIGHTER	ENGINE COMPANY 16	8/31/83 40.00

2/27/85

REPORTS OF COMMITTEES

14205

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/20/85

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SCOTT	MELVIN M	FIREFIGHTER	FIRE PREVENTION	12/03/84 68.50
SHADOW	MERRIEL	FIREFIGHTER	ENGINE COMPANY 72	11/23/84 28.00
SINOPOLI	EVZO	FIREFIGHTER	AMBULANCE 38	11/15/84 175.50
SOLAN	JOSEPH	LIEUTENANT	ENGINE COMPANY 8	4/09/83 480.00
SPENCER	MCKINLEY	FIREFIGHTER	ENGINE COMPANY 96	10/22/84 458.00
SPIZZIRRI	CHARLES	FIREFIGHTER	TRUCK 48	9/17/84 40.00
STACKS	EDWARD	FIREFIGHTER	ENGINE COMPANY 129	11/23/84 15.00
STENSLAND	DENNIS	FIREFIGHTER	ENGINE COMPANY 35	7/26/84 354.50
STRICKLAND	LARRY	FIREFIGHTER	ENGINE COMPANY 96	9/22/84 30.00
STRILKO	GEORGE	ENGINEER	DISTRICT RELIEF 6	7/20/84 245.00
SUTHERLAND	JOHN	FIREFIGHTER	ENGINE COMPANY 60	8/12/84 265.00
TAVITAS	JOSEPH	PARAMEDIC	AMBULANCE 9	9/11/84 155.00
TAVITAS	JOSEPH	PARAMEDIC	AMBULANCE 9	11/03/84 75.45
TAYLOR	CHARLES	FIREFIGHTER	ENGINE COMPANY 115	11/11/84 1637.20
TAYLOR	ORVILLE F	LIEUTENANT	ENGINE COMPANY 72	10/27/84 15.00
TISZA	EDWARD	FIREFIGHTER	TRUCK 16	3/31/84 581.00
TORRES	MARGARO	FIREFIGHTER	ENGINE COMPANY 35	11/26/84 192.00
TRAPANI	JOSEPH	FIREFIGHTER	SQUAD 6	9/07/84 451.75
ULRICH	EDWARD	CAPTAIN	ENGINE COMPANY 109	11/04/84 84.50
VASQUEZ	ANGEL	PARAMEDIC	AMBULANCE 42	9/07/84 114.25
VAUL	GAYLE R	FIREFIGHTER	AMBULANCE 41	11/25/84 177.00
WAGNER	RICHARD	FIREFIGHTER	TRUCK 15	1/25/84 404.50
WALSH	DAVID	LIEUTENANT	DISTRICT RELIEF 2	11/26/84 1172.50
WALSH	RICHARD	FIREFIGHTER	ENGINE COMPANY 121	9/29/84 24.00
WALTERS	DENNIS	FIREFIGHTER	TRUCK 48	12/01/84 69.50
WILLIAMS	ROBERT	PARAMEDIC	AMBULANCE 19	11/03/84 86.00
WORTHY	RONALD	FIREFIGHTER	ENGINE COMPANY 16	11/18/84 1146.50
ZAJDZINSKI	VINCENT	LIEUTENANT	UNKNOWN	11/03/84 22.00
ZUBIC	DAVID	FIREFIGHTER	ENGINE COMPANY 23	9/26/84 30.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/20/85

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BLASECK	JOHN J	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	5/29/84 411.16
FERNANDES	EMMA	POLICE OFFICER	SEVENTH DISTRICT	10/07/84 161.00
GAINES	RONALD	POLICE OFFICER	FIFTEENTH DISTRICT	8/24/84 525.25
GAJEWSKI	ANDREW	POLICE OFFICER	FIFTEENTH DISTRICT	8/16/84 75.00
GAMBLE	LJRENDA	POLICE OFFICER	FIFTEENTH DISTRICT	5/26/84 227.00
LAYNE	FREDRICK	POLICE OFFICER	FIFTEENTH DISTRICT	8/24/84 839.00
LEBAK	ROBERT	POLICE OFFICER	NINTH DISTRICT	10/10/82 1879.23
LLOYD	NELSON L	POLICE OFFICER	SECOND DISTRICT	4/17/84 75.00
MANCHA	RICHARD	POLICE OFFICER	TWELFTH DISTRICT	8/26/84 45.00
MARCH	DAVID	POLICE OFFICER	EIGHTEENTH DISTRICT	10/18/84 173.00
MATTERA	PASQUALE	SERGEANT	EIGHTEENTH DISTRICT	10/02/84 228.00
MCAULIFFE	TIMOTHY	POLICE OFFICER	SEVENTH DISTRICT	9/08/84 95.00
MCDERMOTT	DONNA	POLICE OFFICER	SIXTEENTH DISTRICT	10/28/84 894.25
NASH	DENNIS	POLICE OFFICER	FIFTEENTH DISTRICT	7/20/84 179.00
NOE	THOMAS F	POLICE OFFICER	FIRST DISTRICT	7/07/84 95.00
OVERLAND	ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/27/84 405.00
PANICO	JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	12/12/83 1442.00
PAVICH	MICHAEL	POLICE OFFICER	ENFORCEMENT SECTION	12/11/83 82.96
PENA	HENRY J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/12/84 12.00
PETIT	ROBERT	POLICE OFFICER	TENTH DISTRICT	10/18/84 355.50
PUTROW	MARY E	POLICE OFFICER	NINTH DISTRICT	10/27/84 213.00
QUILLINAN	ROBERT F	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/05/84 364.75
RYAN	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/25/84 90.00
RYNNE	EDWARD	POLICE OFFICER	SEVENTH DISTRICT	10/29/84 118.00
SCALA	GERALD J	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/31/84 435.00
SIWAK	MARY C	POLICE OFFICER	EIGHTEENTH DISTRICT	9/15/84 75.00
SOLITA	RICHARD	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	11/19/83 57.85
STARKS	ARTHUR	POLICE OFFICER	ELEVENTH DISTRICT	10/18/84 65.00
TILFORD	FRED J III	POLICE OFFICER	NINTH DISTRICT	10/14/84 419.00
VRTIS	STEPHEN T	POLICE OFFICER	TENTH DISTRICT	10/18/84 287.00
ZIEGLER	MAX	POLICE OFFICER	NINETEENTH DISTRICT	9/07/84 221.00
STARR	TIMOTHY	PARAMEDIC	AMBULANCE 8	12/17/83 21.00

Action Deferred -- ACTING PURCHASING AGENT URGED
TO CONTRACT CITY PRINTING FIRMS.

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

CHICAGO, February 27, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a resolution concerning preference for printing firms located in the City of Chicago and for printing firms which employ unionized workers when the City of Chicago selects firms to do its printing, having had the same under advisement begs leave to report and recommend that Your Honorable Body *Pass* the proposed resolution transmitted herewith.

This recommendation was concurred in by 14 members of the committee with 3 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, The City Council of the City of Chicago desires to increase the number of persons employed in the City of Chicago; and

WHEREAS, The City Council wants to encourage persons living and doing business in Chicago to support businesses located in the City by buying products and services produced in the City; and

WHEREAS, When selecting persons to perform work or services, the City of Chicago should, whenever possible, employ persons whose businesses are located in the City of Chicago; now, therefore,

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

SECTION 1. That when selecting persons to do the City's printing work, the City shall always employ persons located in the City of Chicago and, whenever possible, printing firms which employ unionized workers.

SECTION 2. That suitable copy of this resolution shall be sent to the Acting Purchasing Agent of the City of Chicago and to each City department.

SECTION 3. This resolution shall be effective immediately after its passage.

Action Deferred – CHAPTER 27, SECTION 27-411 OF MUNICIPAL
CODE AMENDED CONCERNING ANNUAL SURCHARGES
FOR CURB LOADING ZONES.

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

CHICAGO, February 27, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance amending the Municipal Code of Chicago, Chapter 27, Section 27-411 relating to the annual surcharge for curb loading zones or prohibited parking spaces, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

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

SECTION 1. Chapter 27, Section 27-411, of the Municipal Code of the City of Chicago, is hereby amended by deleting therefrom the language contained in brackets below and adding the language in italics below as follows:

Section 27-411. No sign shall be erected by the Commissioner of Public Works upon the special request of the owner, agent, or lessee of any building for the specific purpose of designating a curb loading zone or prohibited parking space in front of the entrance to such building, or in front of the property upon which such building is located, until said owner, agent, or lessee has paid into the city treasury a fee of sixty dollars for each sign to be erected which shall include maintenance for such sign for a period of one year from date of erection. In addition, there shall be an annual surcharge of Five Dollars per lineal foot of curb space in excess of twenty-five feet, removed from by such designation, [in any area which is not served by parking meters; or in any area which is served by parking meters, an annual surcharge based upon the average revenue per meter during the preceding year, prior to installation of sign areas designated by the Commissioner.] The Commissioner of Public Works shall not maintain any such sign after one year from the date of erection unless the owner, agent, or lessee shall pay into the city treasury a fee of Twenty Dollars (\$20.00) in advance annually for the maintenance of each such sign and said Commissioner shall remove such sign when the payment of yearly maintenance fees on such sign shall be thirty days in arrears. Said Commissioner may also remove any such sign whenever public convenience or necessity warrants the same after fifteen days' notice of such intended removal is given to said owner, agent, or lessee. The fees required herein shall not apply to the erection of signs in front of any

public building as defined herein, or in front of any theater, school, [or] church, or *not-for-profit corporation*.

SECTION 2. This ordinance shall be in force and effect from and after it's passage.

Action Deferred – EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH HERBST, LAZAR, ROGERS AND
BELL, INCORPORATED, FOR PROJECT LOCATED
AT 345 NORTH CANAL STREET.

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

CHICAGO, February 27, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the execution of a loan and security agreement with Herbst, Lazar, Rogers & Bell, Inc., located at 345 North Canal, whereby Community Development Block Grant Funds will be lent to assist the company in expanding the company's business in the amount: \$100,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago, through the federal Community Development Block Grant Program, a grant in the amount of \$1,500,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Herbst, Lazar, Rogers & Bell, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$100,000 for purposes of purchasing land and building, leasehold improvements, and machinery, which will result, among other things, in the creation of an estimated 9 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Herbst, Lazar, Rogers & Bell, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Herbst, Lazar, Rogers & Bell, Inc., pursuant to which the City will loan \$100,000 to Herbst, Lazar, Rogers & Bell, Inc., to assist Herbst, Lazar, Rogers & Bell, Inc., to expand its industrial design and marketing firm, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

SECTION 3. This ordinance shall be effective by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois, and Herbst, Lazar, Rogers & Bell, Inc., an Illinois corporation, with principal offices at 415 North State Street, Chicago, Illinois ("Borrower").

Recitals:

Whereas, DED was established on 10 February 1982 by ordinance of the City Council of the City of Chicago; and

Whereas, DED has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City; and

Whereas, DED has funds available to it (through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development) in the amount of (\$1,500,000); and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 ("Loan") for the purpose of development of property to be acquired at 345 North Canal Street, Chicago, Illinois;

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. Definitions.

2.01 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

2.02 "Charges" shall mean all National, Federal, State, County, City, Municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

2.03 "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired in which Borrower has granted Lender a security interest as set forth in Section 4 of this Agreement as security for the Loan.

2.04 "Financials" shall mean those financial statements provided to DED at the time of application for the Loan and financial statements hereinafter provided to DED pursuant to the terms of this Agreement.

2.05 "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (other than Lender), heretofore, now and/or from time to time hereafter owed, whether under written or oral agreement, operation of law, or otherwise.

2.06 "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

2.07 "Property" shall mean that certain real estate located at 345 North Canal Street, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08 "Project" shall mean all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09 "Senior Lender" shall mean Downers Grove National Bank.

Section 3. Loan.

The Loan shall be made upon the following terms and conditions:

3.01 The principal sum of the Loan shall be \$100,000.

3.02 The term of the Loan shall be 10 years.

3.03 The rate of interest charged on the Loan, per annum, shall be seventy- five percent (75%) of that rate of interest charged by First National Bank of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in equal monthly installments in the amount set forth on [Lender statement(s) provided Borrower on or before the 10th day of January, April, July and October of each year the Loan remains outstanding. The aforesaid interest rate shall be established as of the date of this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be April 1, 1985].

3.04 Repayment of the Loan shall be in 120 equal monthly installments of principal (plus interest thereon as adjusted from time to time pursuant to Paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower).

3.05 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes as follows:

(b) \$100,000 for (rehabilitation)

and only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to:

4.01 the Property;

4.02 inventory;

4.03 goods (other than inventory) equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.04 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written

notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.05 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such other locations as Lender may demand to perfect its security interest in the Collateral.

4.06 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$300,000.

4.07 Borrower agrees that Ralph Lazar, Randall Bell, Wallace Herbst, Meyrie Rogers and Pam Curley shall personally guarantee the Loan.

Section 5. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

5.01 All representations and warranties of Borrower contained in this Agreement and the other Agreements shall be true at the time of Borrower's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

5.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its (incorporation) as represented at the beginning of this Agreement, (and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's (Articles of Incorporation or By- laws) or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial

condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

5.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a (second) secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 5.03.

5.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

5.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

5.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. (In addition, Borrower shall

submit to DED quarterly statements of Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.)

5.07 Borrower shall immediately notify Lender of any and all events or actions which may materially affect Borrower's abilities to carry on its operations or perform all its obligations under this Agreement or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower so long as any of Borrower's Liabilities remain unsatisfied.

Section 6. Maintaining Records/Right to Inspect.

6.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or (the U.S. Department of Housing and Urban Development ("H.U.D.)) necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and (H.U.D.).

6.02 Any duly authorized representative of the Lender or (H.U.D.) shall, at all reasonable times, have access to all portions of the Project.

6.03 The rights of access and inspection provided in this Section 6 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 7. Jobs.

7.01 Borrower shall use its best efforts to maintain approximately 9 present full-time jobs; and shall use its best efforts to create approximately 9 new, permanent jobs within 12 months after execution of this Agreement.

7.02 Borrower shall report in writing to D.E.D. as D.E.D. may from time to time request, the numbers and kinds of jobs maintained, created and filled.

Section 8. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein, which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety or Borrower and for (b) through (d) of this Section 8, continuing for a period of sixty

(60) days after notice thereof to Borrower; or (e) any default to the Senior Lender which would permit Senior Lender, after the expiration of any applicable cure period thereunder, to accelerate its loan.

Section 9. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 8 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's liabilities remain unsatisfied.

Section 10. No Waiver by Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

Lender's delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights hereunder, shall not operate as a waiver of such rights or limit them in any way so long as an Event of Default shall be continuing.

(Section 11. Labor Standards.

If Loan proceeds are used for construction, Borrower shall be required to meet (including all contractors of Borrower) labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276-a-5).)

Section 11. (12). Equal Employment.

Borrower and its successors and assigns, agree that during the term of the Loan:

12.1 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin. Borrower will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: (a) employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.2 Borrower will in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

12.3 Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 13. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or any association or relationship involving Lender.

Section 14. Conflict of Interest.

No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 15. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower, its successors or assigns in the event of any default or breach by Lender under this Agreement.

Section 16. Non-Assignability.

16.01 Borrower may not sell, assign or transfer this Agreement.

16.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 17. Additional Provisions.

17.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

17.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States mail, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

If to Lender: Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Borrower: Herbst, Lazar, Rogers & Bell, Inc.
345 North Canal Street
Chicago, Illinois
Attention: Mr. Ralph Lazar

With copies to: Corporation Counsel of the City of Chicago
Room 511-City Hall
121 North LaSalle Street
Chicago, Illinois 60602

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

17.03 If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

17.04 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, Lender and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

COMMITTEE ON AVIATION.

AUTHORITY GRANTED TO EXECUTE GRANT APPLICATION WITH FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENTS AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, February 26, 1985.

To the President and Members of the City Council:

Your Committee on Aviation, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on December 18, 1984) authorizing the execution of a grant application between the City of Chicago and the Federal Aviation Administration for airport improvements at Chicago-O'Hare International Airport.

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

Respectfully submitted,
(Signed) FRANK M. 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

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

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately \$414,075.

SECTION 3. That the Mayor, as the applicant in the aforesaid application is hereby authorized to accept in and for the City of Chicago and the Department of Aviation any grant offer and subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application printed on pages 14221 thru 14242
of this Journal.]

AUTHORITY GRANTED TO EXECUTE AGREEMENT WITH STATE
CONCERNING AIRPORT IMPROVEMENTS AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, February 26, 1985.

To the President and Members of the City Council:

Your Committee on Aviation, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (which was referred on December 18, 1984) authorizing execution of agreement of limited agency between the City of Chicago and the State of Illinois for airport improvements at Chicago-O'Hare International Airport.

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

Respectfully submitted,
(Signed) FRANK M. 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

(Continued on page 14243)

2/27/85

REPORTS OF COMMITTEES

14221

OMB Approval No. 29-RO218

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	a. NUMBER #3-17-0022-04	3. STATE APPLICATION IDENTIFIER	a. NUMBER
1. TYPE OF ACTION ☐ PREAPPLICATION ☒ APPLICATION (Mark appropriate box) ☐ NOTIFICATION OF INTENT (CPL) ☐ REPORT OF FEDERAL ACTION		b. DATE Year month day 19 84 11 30			b. DATE ASSIGNED Year month day 19
4. LEGAL APPLICANT/RECIPIENT			5. FEDERAL EMPLOYER IDENTIFICATION NO.		
a. Applicant Name City of Chicago b. Organization Unit Department of Aviation c. Street/P.O. Box Room 1111 - City Hall - 121 N. LaSalle d. City Chicago e. County Cook f. State Illinois g. ZIP Code 60602 h. Contact Person (Name) Jack Delaney & telephone No. (312) 744-8892			6. PROGRAM (From Federal Catalog) a. NUMBER 20 • 102 b. TITLE		
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT			8. TYPE OF APPLICANT/RECIPIENT		
ODP 620 Relocation of Navajids			A-State B-Interstate C-Substate D-District E-City F-School District G-Special Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify): Enter appropriate letter E		
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.)			11. ESTIMATED NUMBER OF PERSONS BENEFITING		12. TYPE OF APPLICATION
Chicago Standard Metropolitan Area			6,000,000		A-New B-Renewal C-Revision D-Continuation E-Augmentation Enter appropriate letter A
13. PROPOSED FUNDING		14. CONGRESSIONAL DISTRICTS OF:		15. TYPE OF CHANGE (For 13a or 13e)	
a. FEDERAL	\$1,242,225 .00	a. APPLICANT	b. PROJECT	A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify): Enter appropriate letter(s)	
b. APPLICANT	414,075 .00	16. PROJECT START DATE Year month day 19 84 8 1	17. PROJECT DURATION Months		
c. STATE	.00	18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY Year month day 19 84 12 1		19. EXISTING FEDERAL IDENTIFICATION NUMBER	
d. LOCAL	.00				
e. OTHER	.00				
f. TOTAL	\$1,656,300 .00				
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)					21. REMARKS ADDED
Federal Aviation Administration - Des Plaines, Illinois					☒ Yes ☐ No
22. THE APPLICANT CERTIFIES THAT:		a. TYPED NAME AND TITLE		b. SIGNATURE	c. DATE SIGNED Year month day
a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the applicant and the applicant will comply with the attached assurances if the assistance is approved. b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:		THOMAS KAPSALIS Commissioner of Aviation		<i>Thomas Kapsalis</i>	19 84 11 30
		(1) NIPC A-95 Review		☐	☒
		(2)		☐	☐
		(3)		☐	☐
24. AGENCY NAME			25. APPLICANT'S ACTION RECEIVED Year month day 19		
25. ORGANIZATIONAL UNIT			27. ADMINISTRATIVE OFFICE		
29. ADDRESS			28. FEDERAL APPLICATION IDENTIFICATION		
31. ACTION TAKEN			30. FEDERAL GRANT IDENTIFICATION		
☐ a. AWARDED ☐ b. REJECTED ☐ c. RETURNED FOR AMENDMENT ☐ d. DEFERRED ☐ e. WITHDRAWN			32. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		
33. ACTION DATE Year month day 19			34. STARTING DATE Year month day 19		
35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)			36. ENDING DATE Year month day 19		
			37. REMARKS ADDED		
			☐ Yes ☐ No		
39. FEDERAL AGENCY A-95 ACTION			40. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)		
a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.					

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-10

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body _____

Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ No (Attach Documentation)

Name of Agency or

Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)

☒ Yes ☐ No

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

☒ Yes ☐ NoCheck one: State ☐Local ☒Regional ☐

Department of Aviation

Room 1111

Location of plan _____

City Hall

Item 6.

Will the assistance requested serve a Federal installation?

☒ Yes ☐ No

Name of Federal Installation

U.S. Air Force 928

Airlift Group

Federal Population benefiting from Project 2,100

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals _____

Families _____

Businesses _____

Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

2/27/85

REPORTS OF COMMITTEES

14223

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-801

PART II - SECTION B

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

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R020

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare O'Hare International Airport Zoning Ordinance
State of Illinois City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceeding which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(h) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(i) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

DOT FORM 10-8016-4

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.102
2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 177,460
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,344,400
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			1,521,860
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			134,440
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,656,300
20. Federal Share requested of Line 19			1,242,225
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			1,242,225
23. Grantee share			414,075
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 1,656,300

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-R0184

SECTION C - EXCLUSIONS

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

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	414,075.00
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	414,075.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$414,075.00

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PART V

ASSURANCES

These assurances are to be attached to and become a part of this grant agreement.

For airport development projects, these assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights and real property acquired with Federal funds.

For planning projects, only assurances no. 1 (as marked), 2, 3, 4, 16, 25, 26, 30, 31, and 32 apply, unless otherwise specified in the grant agreement.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with the following laws, regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project:

Federal Legislation

- a. Federal Aviation Act of 1958
- b. Hatch Act *
- c. Federal Fair Labor Standards Act *
- d. Davis-Bacon Act
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Titles II and III *
- f. National Historic Preservation Act of 1966 - Section 106
- g. Archeological and Historic Preservation Act of 1966
- h. Flood Disaster Protection Act of 1973 - Section 102(a)
- i. Rehabilitation Act of 1973 - Section 504, Section 503
- j. Civil Rights Act of 1964 - Title VI *
- k. Aviation Safety and Noise Abatement Act of 1979 *
- l. Age Discrimination Act of 1975
- m. Architectural Barriers Act of 1968
- n. Vietnam Era Veterans' Readjustment Assistance Act of 1974 - Section 402
- o. Airport and Airway Improvement Act of 1982
- p. Powerplant and Industrial Fuel Use Act of 1978 - Section 403

Federal Regulation

- a. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964. *

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- b. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs. *
- c. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance.
- d. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements, Including those Relating to Disabled Veterans and Veterans of the Vietnam Era and Handicapped Workers). *
- e. 14 CFR Part 150 - Airport Noise Compatibility Planning. *

Office of Management and Budget Circulars

- a. A-95 - Evaluation, Review and Coordination of Federal and Federally Assisted Programs and Projects. *
- b. A-102 - Uniform Requirements for Assistance to State and Local Governments. *
- c. FMC-74-4 - Cost Principles Applicable to Grants and Contracts with State and Local Governments. *

Executive Orders

- a. 11246 - Equal Employment Opportunity in Federal and Federally Assisted Contracting. *
- b. 11593 - Historic Preservation.
- c. 11288 - Prevention, Control and Abatement of Water Pollution.
- d. 11926 - Evaluation of Flood Hazards.

Specific assurances required to be included in grant agreements by any of the above are incorporated by reference in this grant agreement. Items marked with (*) apply to both development and planning grants.

- 2. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of approval of the project) of public agencies authorized by the State in which such airport is located to plan for the development of the area surrounding the airport and will contribute to the accomplishment of the purposes of the Act.
- 3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States and sufficient funds to assure operation and maintenance of the facility for the purposes constructed.

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4. Authority of Sponsor. It has legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
5. Good Title to Airport. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site therefor, or will give assurance satisfactory to the Secretary that good title will be acquired.
6. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near which the project may be located.
7. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with the goals and objectives of such planning as has been carried out by the community and shall, when requested by the Secretary, submit a copy of the transcript to the Secretary.
8. Air and Water Quality Standards. In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
9. Economic Nondiscrimination. It will make its airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses including the requirement that (A) each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such

nondiscriminatory and substantially comparable rates, fees, rentals, and other charges and such nondiscriminatory and substantially comparable rules, regulations, and conditions as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants, and combined passenger and cargo flights or all cargo flights, and such classification or status as tenant shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on tenant air carriers, and (B) each fixed-based operator at any airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport utilizing the same or similar facilities, and (C) each air carrier using such airport shall have the right to service itself or to use any fixed-base operator that is authorized by the airport or permitted by the airport to serve any air carrier at such airport, and (D) that in any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor--

- (1) to furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
 - (2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- (E) that it will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform, and (F) in the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.

Provided, that the sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided further, that the sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to service the civil aviation needs of the public.

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10. Exclusive Rights. It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply: (1) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and (2) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act.

11. Airport Operation and Maintenance. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions.

It will operate and maintain in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for maintenance and operation, the airport and all facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes; provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or

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circumstance beyond the control of the sponsor. In furtherance of this covenant, the sponsor will have in effect at all times arrangements for--

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
12. Hazard Removal and Mitigation. It will adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
13. Compatible Land Use. It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
14. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that--
- a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
15. Land for Federal Facilities. It will furnish without cost to the Federal Government for construction, operation and maintenance of

facilities for, and uses in connection with, any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written requests from the Secretary.

16. Standard Accounting Systems. It will keep all project accounts and records in accordance with a standard system of accounting prescribed by the Secretary.
17. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection, except that no part of the Federal share of an airport development or airport planning project for which a grant is made under this title or under the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
18. Reports and Inspections. It will submit to the Secretary such annual or special airport financial and operations reports as the Secretary may reasonably request and will make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.
19. Airport Revenue. It will expend all revenues generated by the airport, if it is a public airport, for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to the actual transportation of passengers or property: Provided, however, that if covenants or assurances in debt obligations previously issued by the owner or operator of the airport, or provisions in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all other revenues generated by the airport shall not apply.

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20. Consultation with Users. In making a decision to undertake any airport development project under this title, it shall undertake reasonable consultations with affected parties using the airport at which the project is proposed.
21. Terminal Development Prerequisites. For projects which include terminal development, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
22. Construction Inspection and Approval. It shall subject the construction work on any project for airport development contained in an approved project grant application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
23. Minimum Wage Rates. It will include, in all contracts in excess of \$2,000 for work on projects for airport development approved under this title which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
24. Veterans Preference. It shall include, in all contracts for work under project-grants for airport development which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Act. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
25. Audits and Recordkeeping Requirements. It shall keep such records as the Secretary may prescribe, including records which fully disclose the amount and the disposition by the recipient of the proceeds of the grant, the total cost of the plan or program in connection with which the grant is given or used, and the amount

and nature of that portion of the cost of the plan or program supplied by other sources, and such other records as will facilitate an effective audit and it shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to grants received under this title. The Secretary may require that an appropriate audit be conducted by a recipient.

26. Audit Reports. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the plan or program in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.
27. Local Approval. In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
28. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from funds received from this grant.
29. Airport Layout Plan. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities other than in conformity with the airport layout plan as so approved by the Secretary if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

30. Preserving Airport Rights and Powers. It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances herein without the written approval of the Secretary, and will act to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer. The obligation to perform all such covenants may be assumed by another public agency found by the Secretary to be eligible under the Act to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance with the Act, the regulations and these covenants.

31. Construction Accomplishment. It will execute the project in accordance with plans, specifications, and schedules as approved by the Secretary, and incorporated herein, or with modifications similarly approved, and will provide and maintain competent technical supervision at the construction site to assure that completed work conforms with the approved plans and specifications.
32. Planning Projects. In carrying out planning projects, that:
- a. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - b. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a planning grant provided by the Secretary.
 - c. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - d. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

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- e. It will grant the the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- f. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- g. It understands and agrees that the Secretary approval of this project grant or the Secretary approval of any planning material developed as part of this grant does not constitute or imply any assurance or committment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

FAA Form 5100-100 (8-82)



Great Lakes Region
Standard DOT Title VI Assurances
Airport Improvement Program

The CITY OF CHICAGO (hereinafter referred to as the "sponsor") HEREBY AGREES THAT as a condition to
(Name of Sponsor)

receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives Federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, subsection 21.7 (a)(1).

More specifically and without limiting the above general assurance, the sponsor hereby gives the following specific assurances with respect to AIP Project No. 3-17-0022-04

1. That the sponsor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the sponsor shall insert the following notification in all advertisements for bids for work or material subject to the Regulations and made in connection with AIP Project No. 3-17-0022-04 and, in adapted form in all proposals for negotiated agreements:

The CITY OF CHICAGO, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.
(Name of Sponsor)

252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the sponsor shall insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
4. That where the sponsor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
5. That where the sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
6. That the sponsor shall include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties: (a) for the subsequent transfer of real property acquired or improved under the Airport Improvement Program of the Federal Aviation Administration, and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the said Airport Improvement Program.
7. That this assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
8. The sponsor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

9. The sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the sponsor by the Department of Transportation under the Airport Improvement Program of the Federal Aviation Administration and is binding on it, contractors, subcontractors, transferees, successors in interest and other participants in the AIP Project No. 3-17-0022-04. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

DATED _____

CITY OF CHICAGO

(Sponsor)

by



(Signature of Authorized Official)

Thomas Kapsalis
Commissioner of Aviation

Attachments 1 and 2

Attachment 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to--

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the
CITY OF CHICAGO pursuant to the provisions of Assurance 6(a).

(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, CITY OF CHICAGO shall have the
 (Name of Sponsor)
 right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.) *

That in the event of breach of any of the above nondiscrimination covenants, CITY OF CHICAGO shall have the
 (Name of Sponsor)
 right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of CITY OF CHICAGO and its assigns.
 (Name of Sponsor)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by CITY OF CHICAGO
 (Name of Sponsor)
 pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "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 the benefits of, or be otherwise 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, CITY OF CHICAGO
 (Name of Sponsor)
 shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.) *

That in the event of breach of any of the above nondiscrimination covenants, CITY OF CHICAGO
 (Name of Sponsor)
 shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of CITY OF CHICAGO and its assigns.
 (Name of Sponsor)

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

(Continued from page 14220)

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agreement of Limited Agency between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form:

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

Agreement attached to this ordinance reads as follows:

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred as "Municipality"), party of the second part

Witnesseth:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-O'Hare International Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982: and

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago-O'Hare International Airport to be known as Project Number 3-17-0022-04 under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0022-04 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of One Million Two Hundred Forty-two Thousand Two Hundred Twenty-five Dollars (\$1,242,225.); and

Whereas, the Municipality has appropriated certain monies for the improvement of Chicago-O'Hare International Airport; and

Whereas, the Municipality has requested the Division to act as its agent in certain matters connected with said Project Number 3-17-0022-04 pursuant to statute; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said Project Number 3-17-0022-04 and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payment of the Federal Government and of the Municipality used or to be used in payment of the costs and

expenses as shall have been incurred by the parties hereto or either of them; now, therefore,

In consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois licensed resident project engineer(s) and materials testing technician(s), and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsive or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.

7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is One Million Six Hundred Fifty- six Thousand Three Hundred Dollars (\$1,656,300.); and a Grant Offer from the United States tendered in the amount of One Million Two Hundred Forty-two Thousand Two Hundred Twenty-five Dollars (\$1,242,225.); and

Accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 3-17-0022-04 will be Four Hundred Fourteen Thousand Seventy-five Dollars (\$414,075.); and

However, the Municipality specifically agrees that in any event it will pay on the project costs any amount of which the total of actual project costs may and shall exceed the amount of Federal Funds granted to or allowed and paid on project costs, as the same way, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitation.

9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.

15. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

**Action Deferred – AMENDMENT OF 1983 AIRPORT USE
AGREEMENT AND TERMINAL FACILITIES AGREEMENT
WITH AMERICAN AIRLINES.**

The Committee on Aviation submitted the following report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, February 26, 1985.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by the Honorable Harold Washington, Mayor (which was referred on February 4, 1985) authorizing the execution of an Amendment to the Airport Use Agreement and Terminal Facilities Agreement of 1983 entered into between the City of Chicago and American Airlines, 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.

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

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

SECTION 1. That the Mayor, the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel, are authorized to execute an amendment to Exhibits J and K of the Airport Use Agreement and Terminal Facilities Lease of 1983 by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and American Airlines, a corporation organized and existing under the laws of the State of Delaware ("Airline"), said amendment to be substantially in the following terms:

**AMENDMENT NO. 2-A
TO
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE.**

This Amendment No. 2-A to Airport Use Agreement and Terminal Facilities Lease ("Amendment No. 2-A") made and entered into as of this _____ day of _____, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and American Airlines, a corporation organized and existing under the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City and Airline have entered into an Airport Use Agreement and Terminal Facilities Lease dated as of February 1, 1983 as amended by Amendment No. 1 and Amendment No. 2 to Airport Use Agreement and Terminal Facilities Lease dated respectively as of April 1, 1983 and June 1, 1983 (the "1983 Use Agreement") under which City has leased certain areas in the terminal buildings to Airline; and

Whereas, the City and Airline desire to further amend the 1983 Use Agreement; now, therefore,

In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree to amend the 1983 Use Agreement by deleting in their entirety Exhibits J and K to the 1983 Use Agreement and substituting therefor, the attached Exhibits J and K.

In Witness Whereof, City has caused this Amendment No. 2-A to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment No. 2-A to be executed on its behalf by its Vice President and its Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits attached to this Agreement are printed on pages 14248
thru 14285 of this Journal.]

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

Action Deferred – AMENDMENT OF 1983 AIRPORT USE
AGREEMENT AND TERMINAL FACILITIES
AGREEMENT WITH USAir AIRLINES.

The Committee on Aviation submitted the following report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, February 26, 1985.

To the President and Members of the City Council:

(Continued on page 14286)

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago, National Transportation Board, Federal Aviation Administration, Department of Transportation, American Airlines Exclusive Use Premises

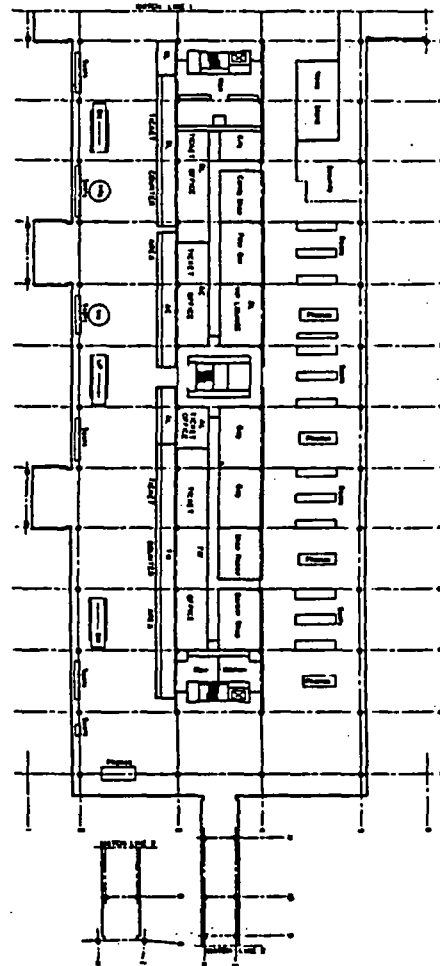
CHARE ASSOCIATES
 LANDRUM & BROWN
 Architects

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

1

DRAWING 1

1 of 2



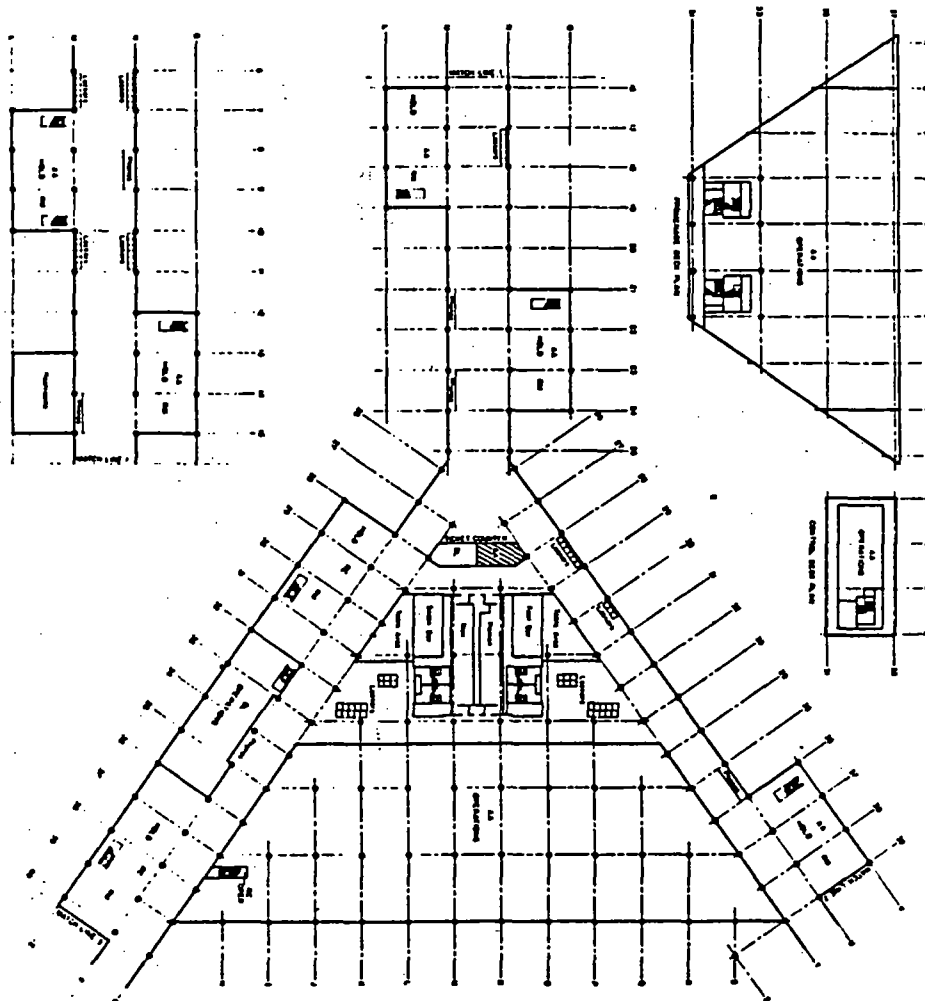
AIRLINES TICKET AREA
 (Second Floor Terminal 3)

Terminal No. 3

Basement	2,319
Lower Level	25,133
Upper Level	5,725
Mazezine	1,200
Total	34,377
Concourse H & K	
Apron Level	42,767
Upper Levels	65,394
Total	108,161

Grand Total 142,538

JAN 22 1985



AIRLINES TICKET AREA
(Second Floor Concourse H-K)

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Theodore R. Epstein General Manager of Airport Edward R. Butler Commissioner of Finance

ORLAPE ASSOCIATES
 10000 15th Ave. E. #200
 LANDRAUM & BROWN
 818-448-6600

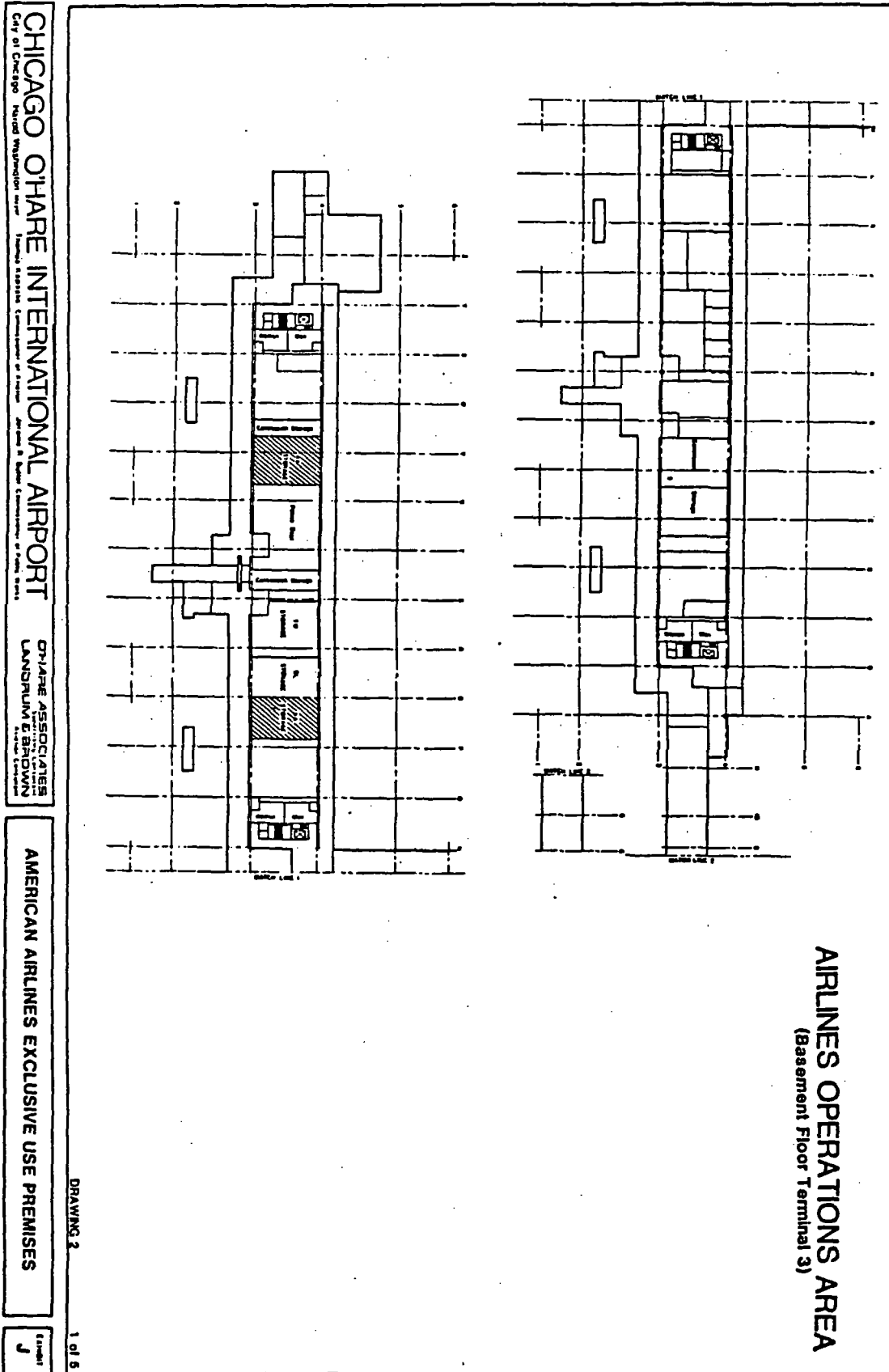
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

21

DRAWING 1

2 of 2

1925 - 1927



JAN 22 1985

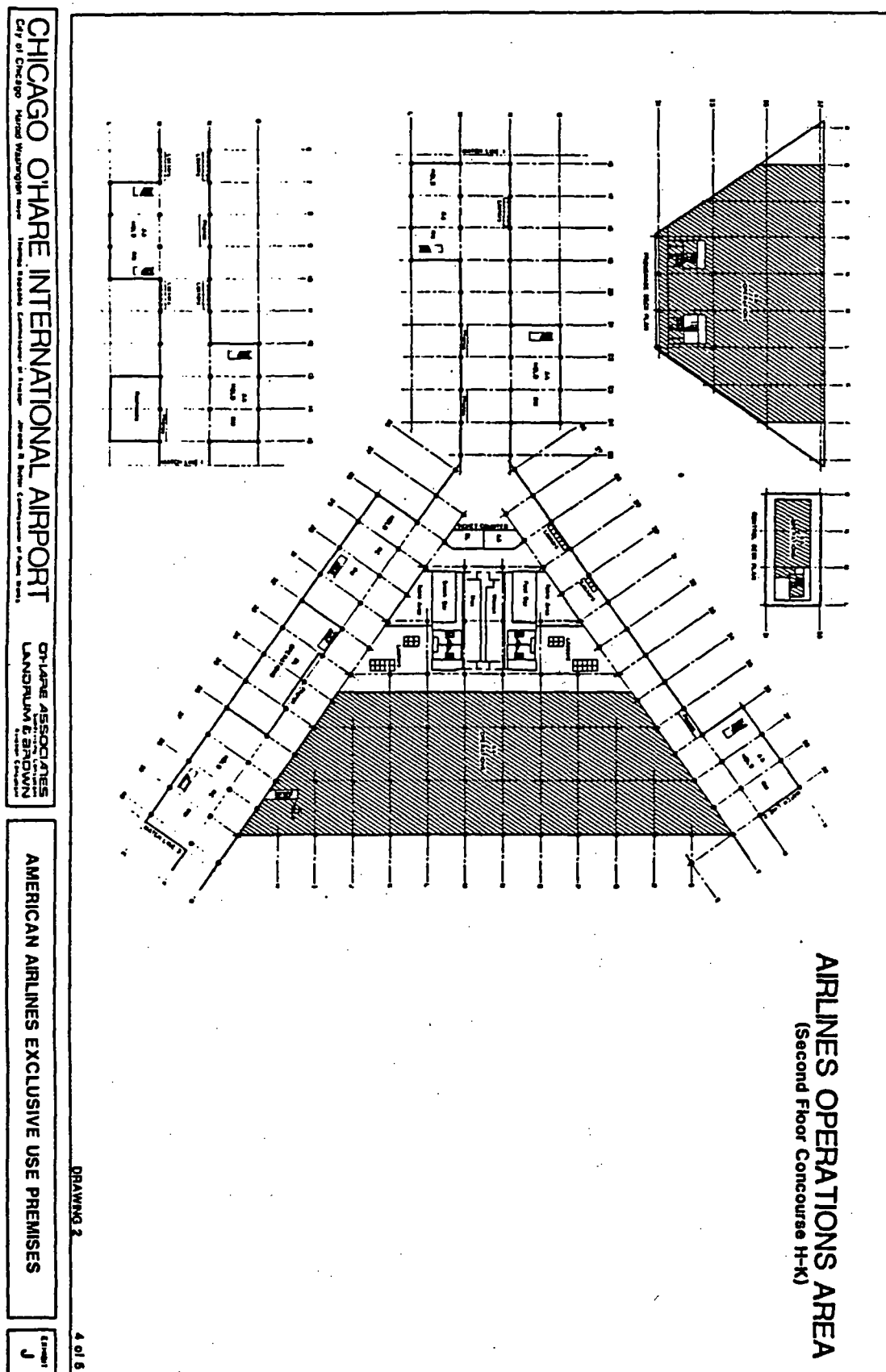
The image displays four architectural floor plans of a building, labeled 'FLOOR PLAN 1' through 'FLOOR PLAN 4'. Each plan is oriented vertically on the page and shows a grid of rooms and corridors. Shaded areas indicate specific rooms or sections.

- FLOOR PLAN 1:** Shows a large central area with a shaded rectangular section on the left side. The plan is labeled 'FLOOR PLAN 1' at the bottom.
- FLOOR PLAN 2:** Shows a large central area with a shaded rectangular section on the right side. The plan is labeled 'FLOOR PLAN 2' at the bottom.
- FLOOR PLAN 3:** Shows a large central area with a shaded rectangular section on the left side. The plan is labeled 'FLOOR PLAN 3' at the bottom.
- FLOOR PLAN 4:** Shows a large central area with a shaded rectangular section on the right side. The plan is labeled 'FLOOR PLAN 4' at the bottom.

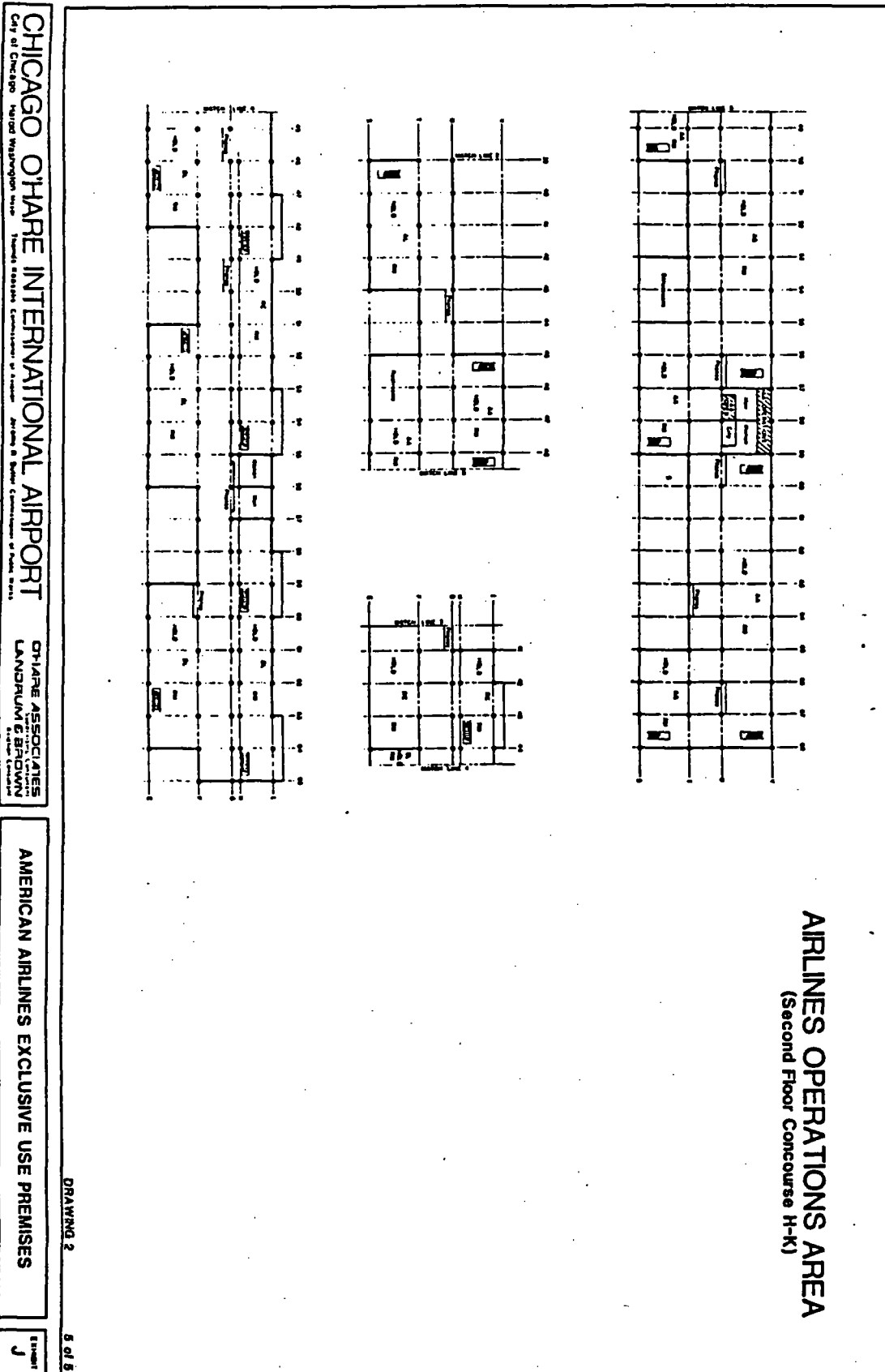
3015

21

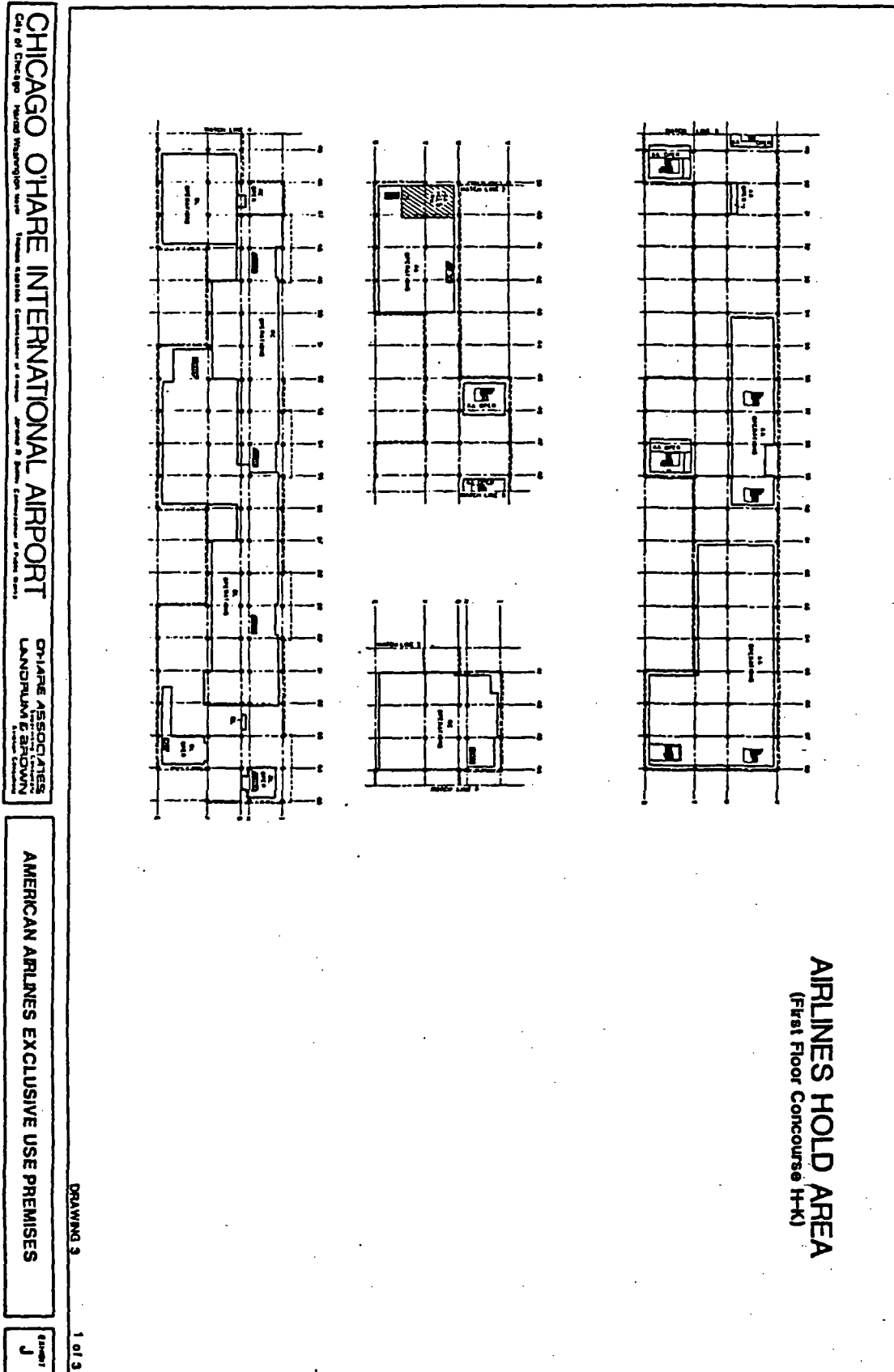
JAN 22 1985



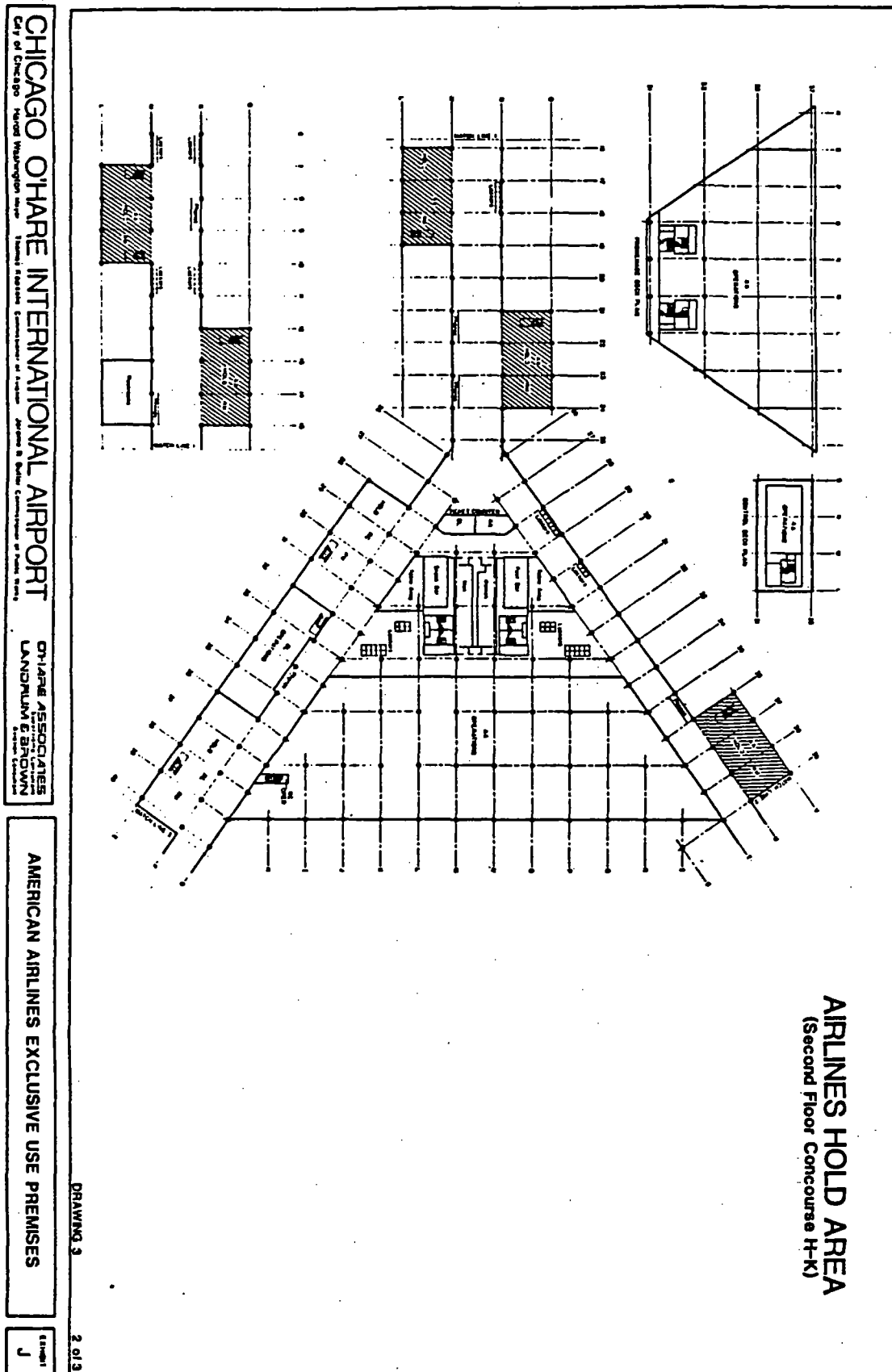
JAN 27 1985



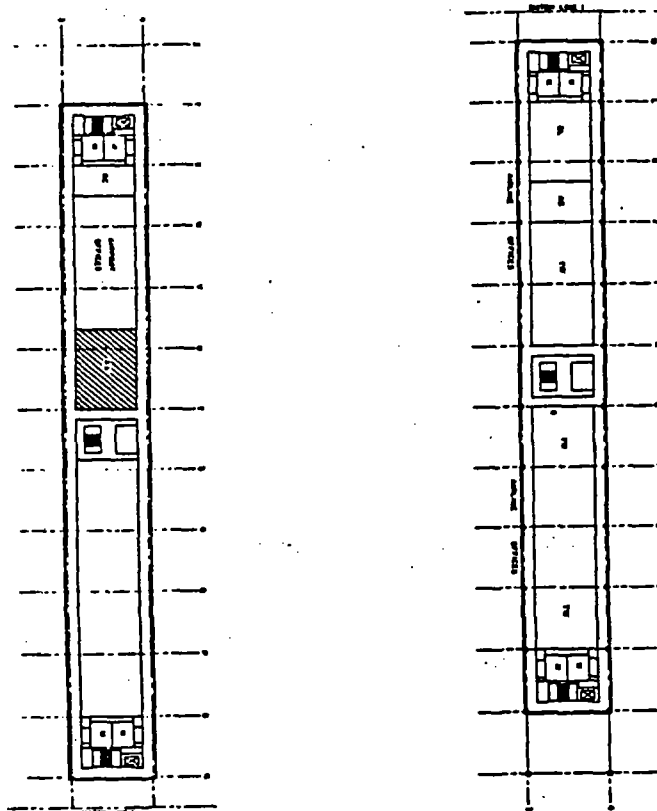
JAN 22 1985



JAN 2 2 1985



AIRLINES MEZZANINE AREA
(Mezzanine Floor Terminal 3)



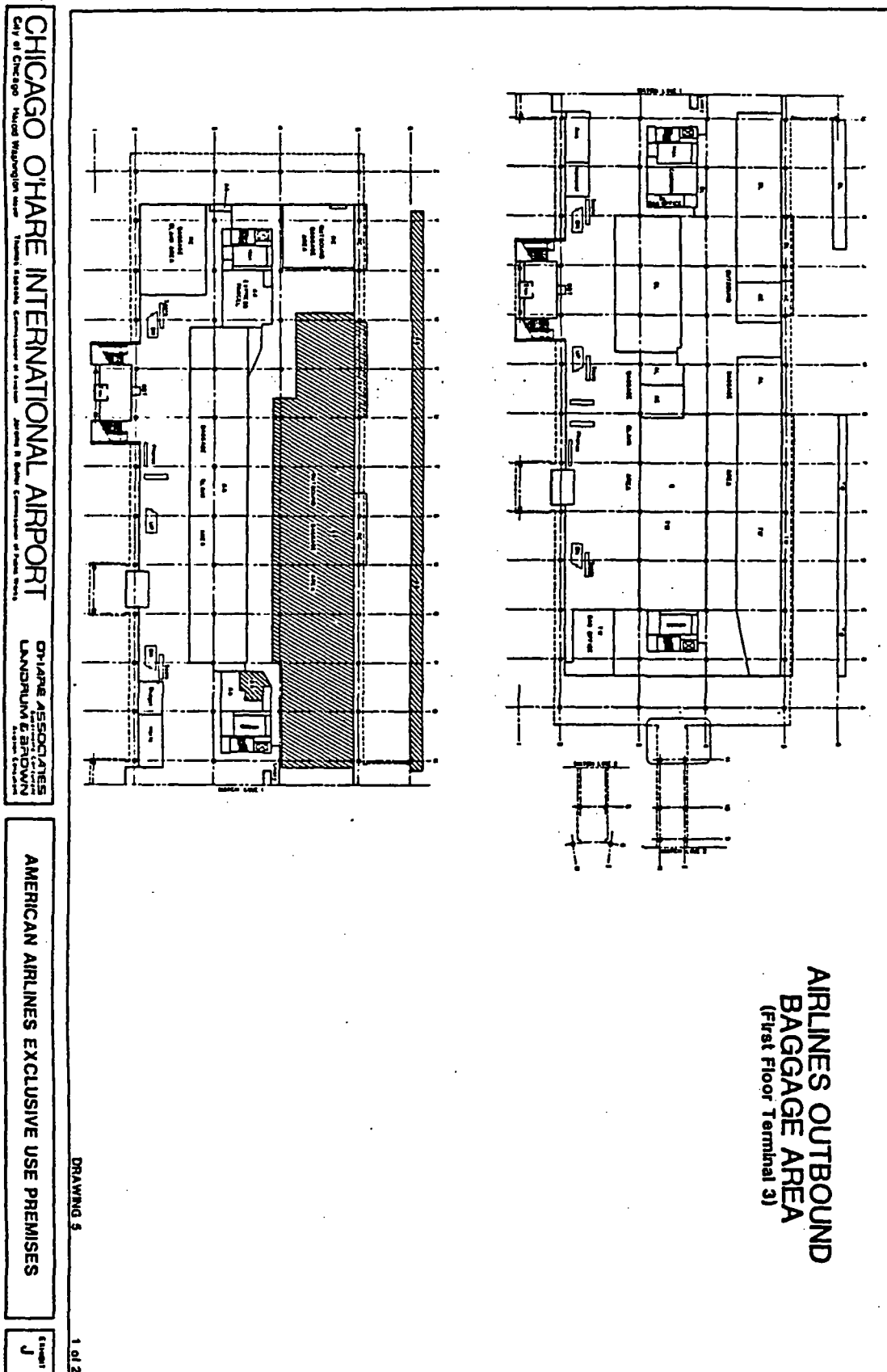
DRAWING 4

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago, Harold Washington Mayor, Thomas H. Kane, Commissioner of Airports, Arthur H. Baker, General Manager of Terminal Building
O'HARE ASSOCIATES
LANDSCAPE ARCHITECTS
1000 N. LAKE STREET
CHICAGO, ILLINOIS 60610

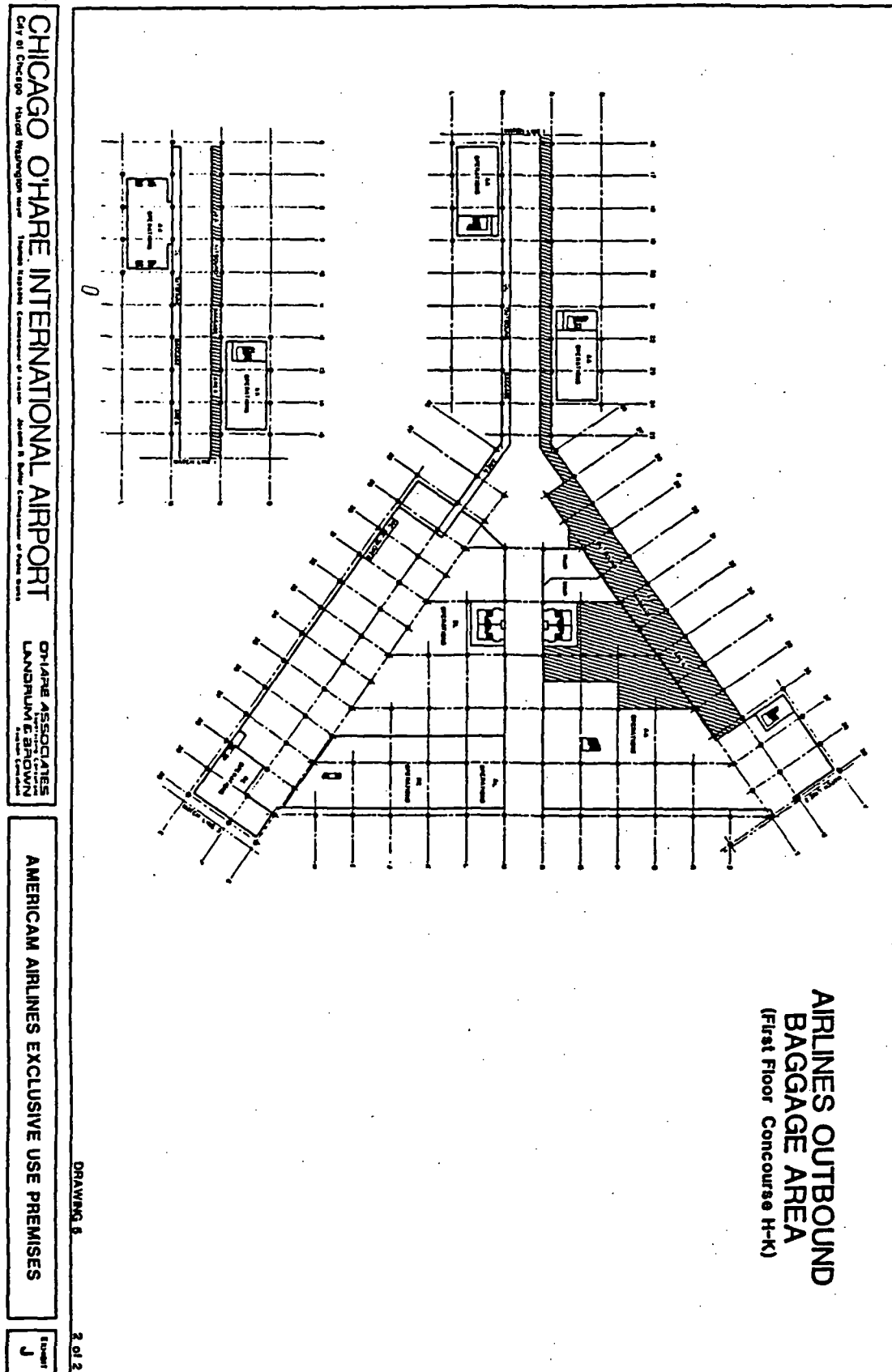
AMERICAN AIRLINES EXCLUSIVE USE PREMISES

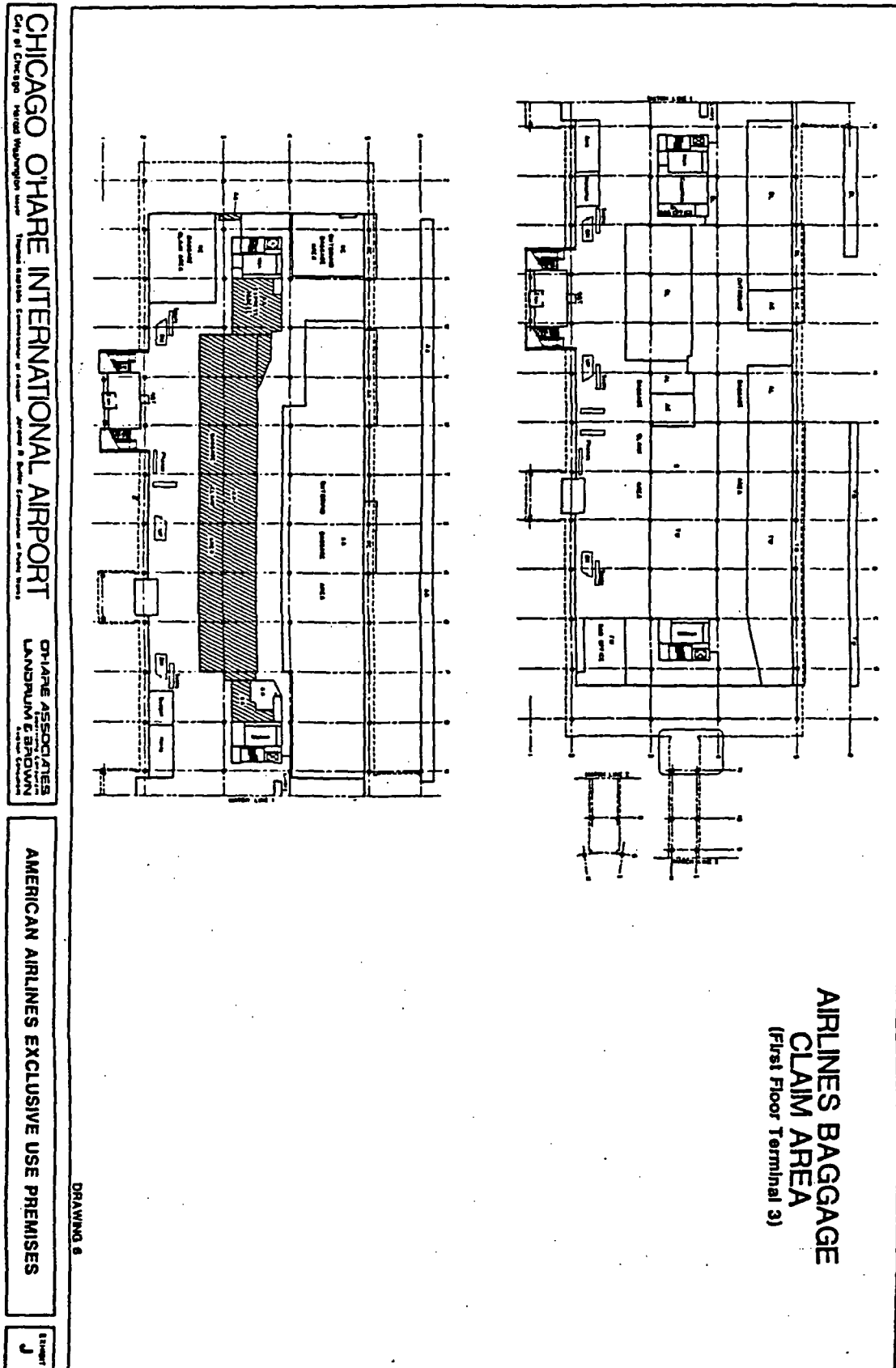
Sheet
J

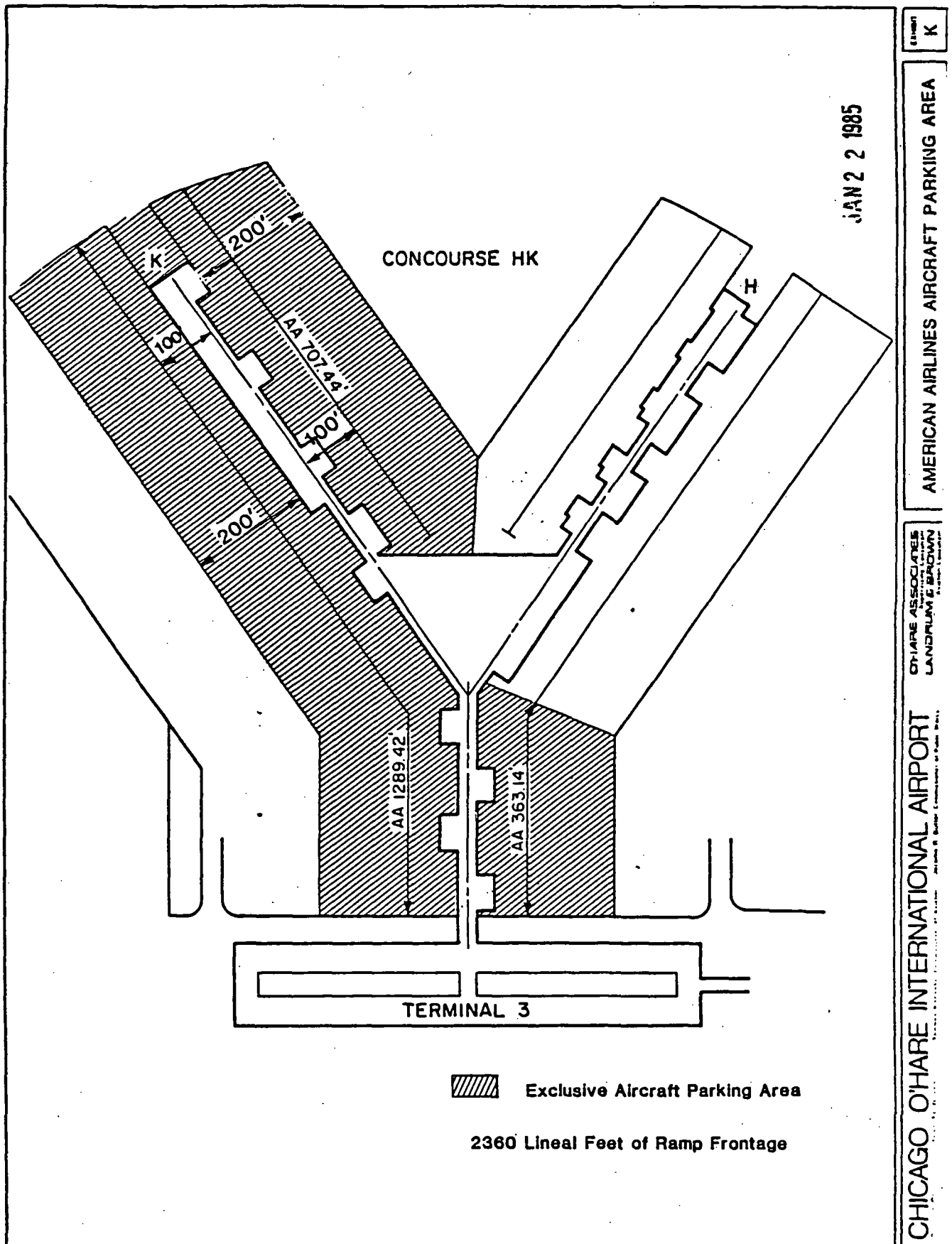
JAN 22 1985

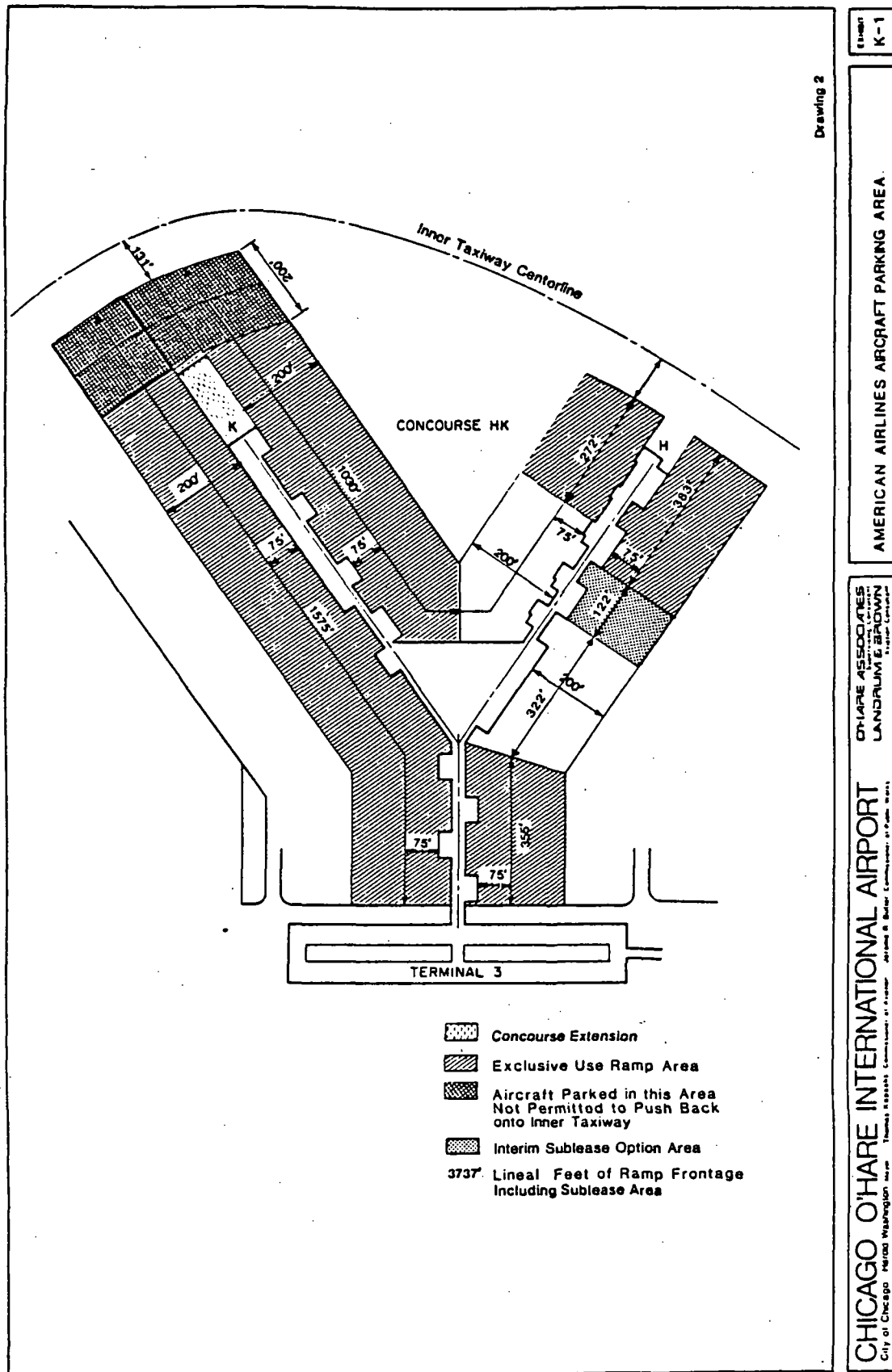


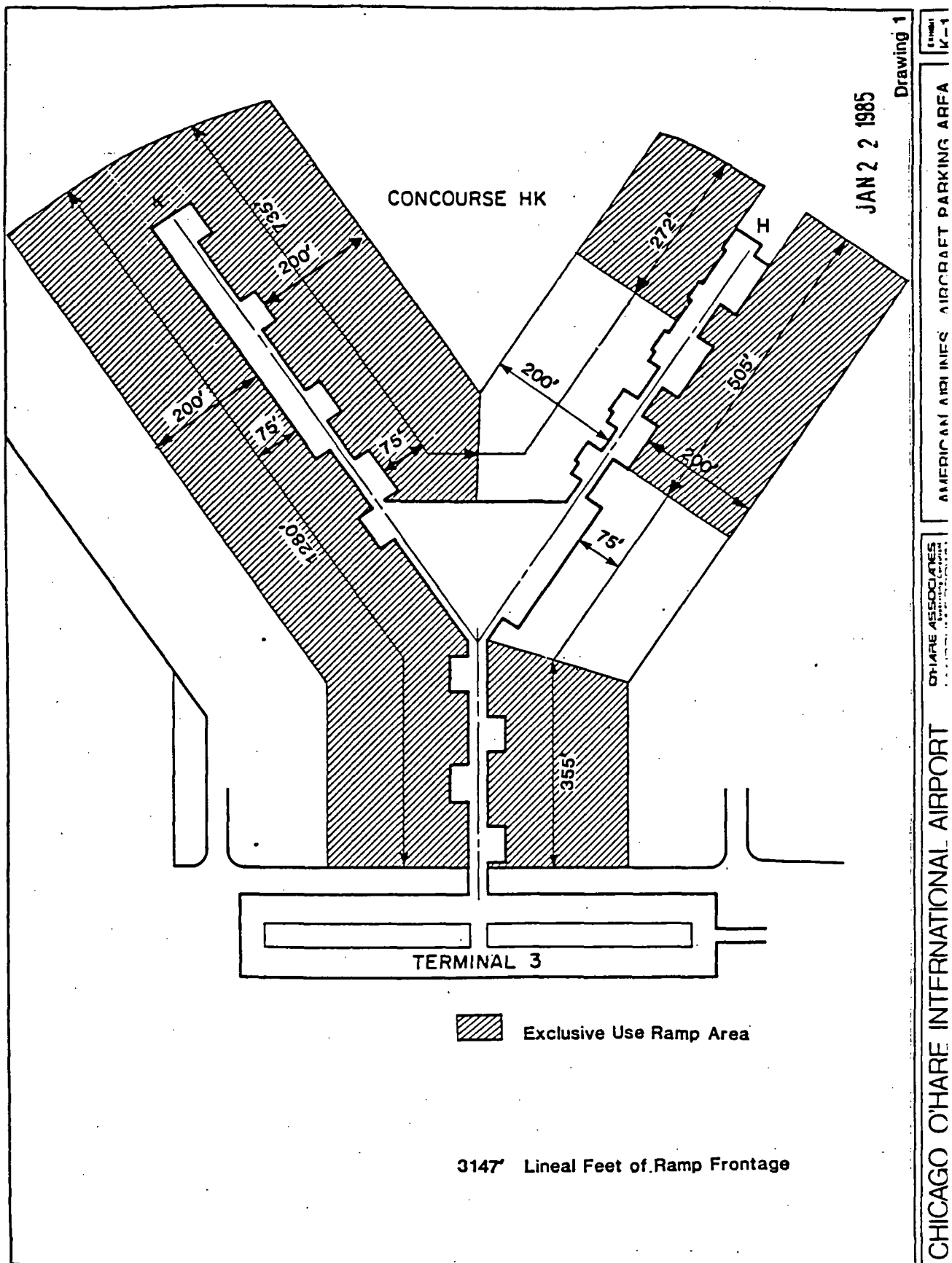
JAN 2 2 1985

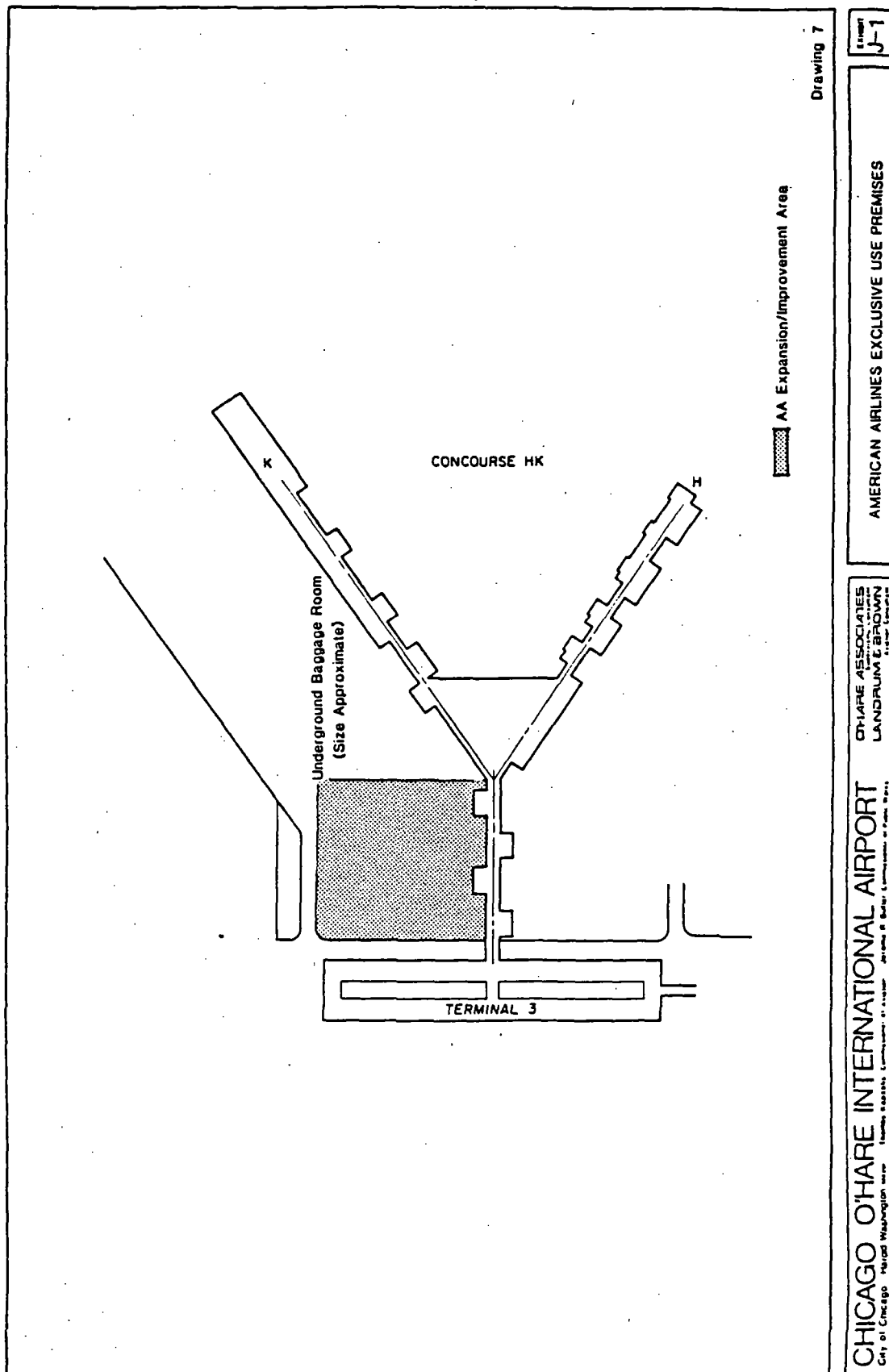


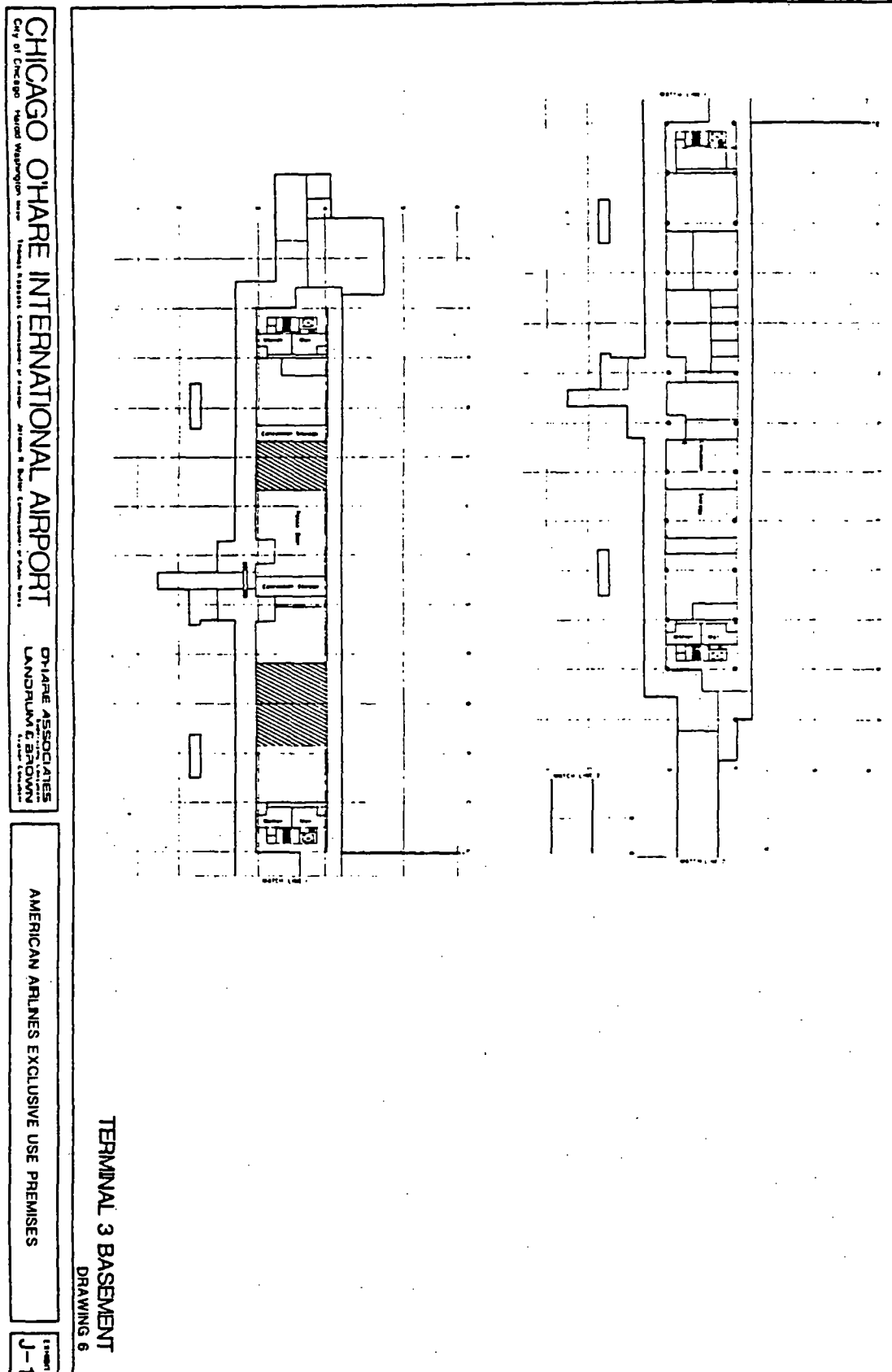




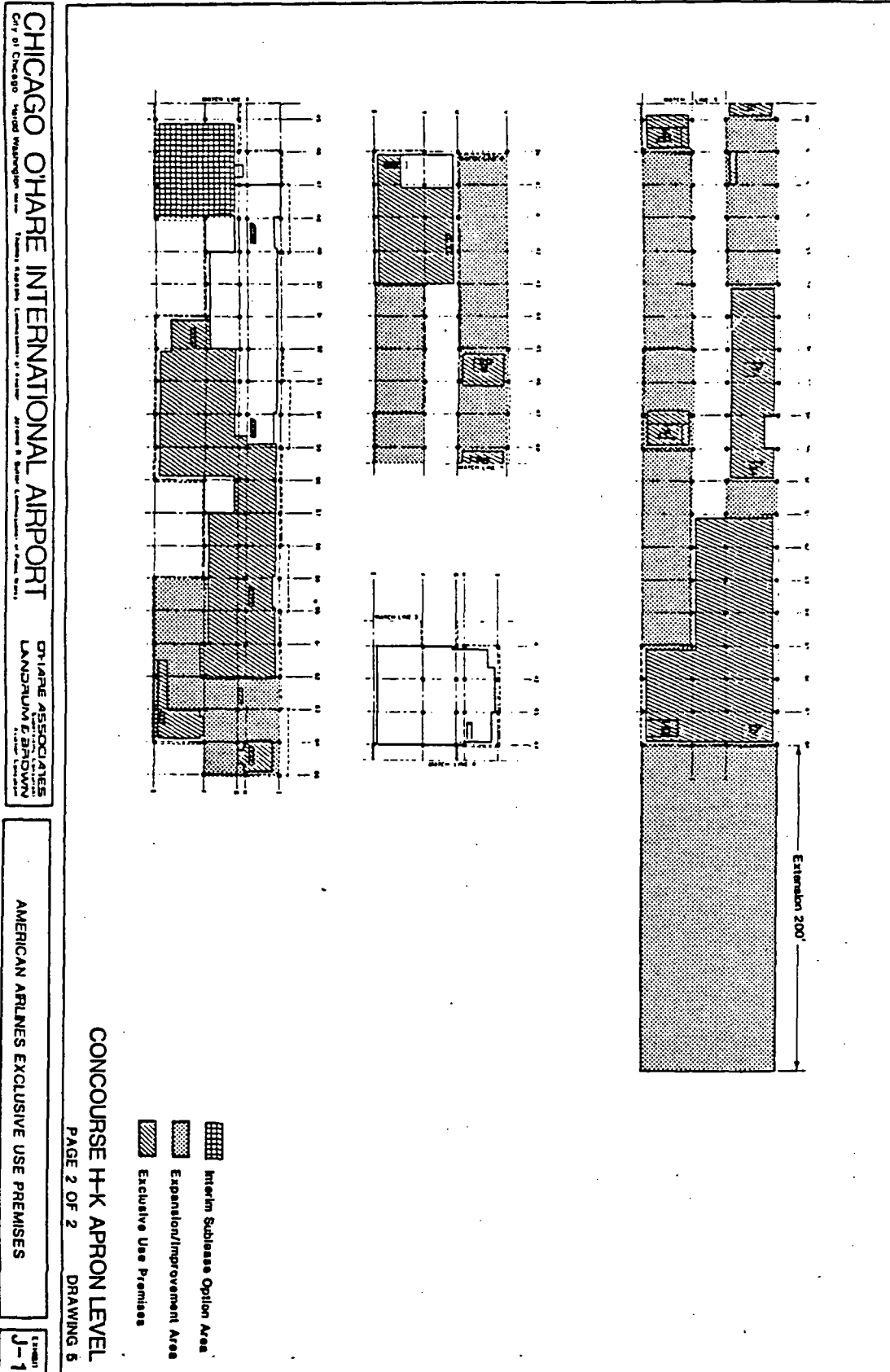




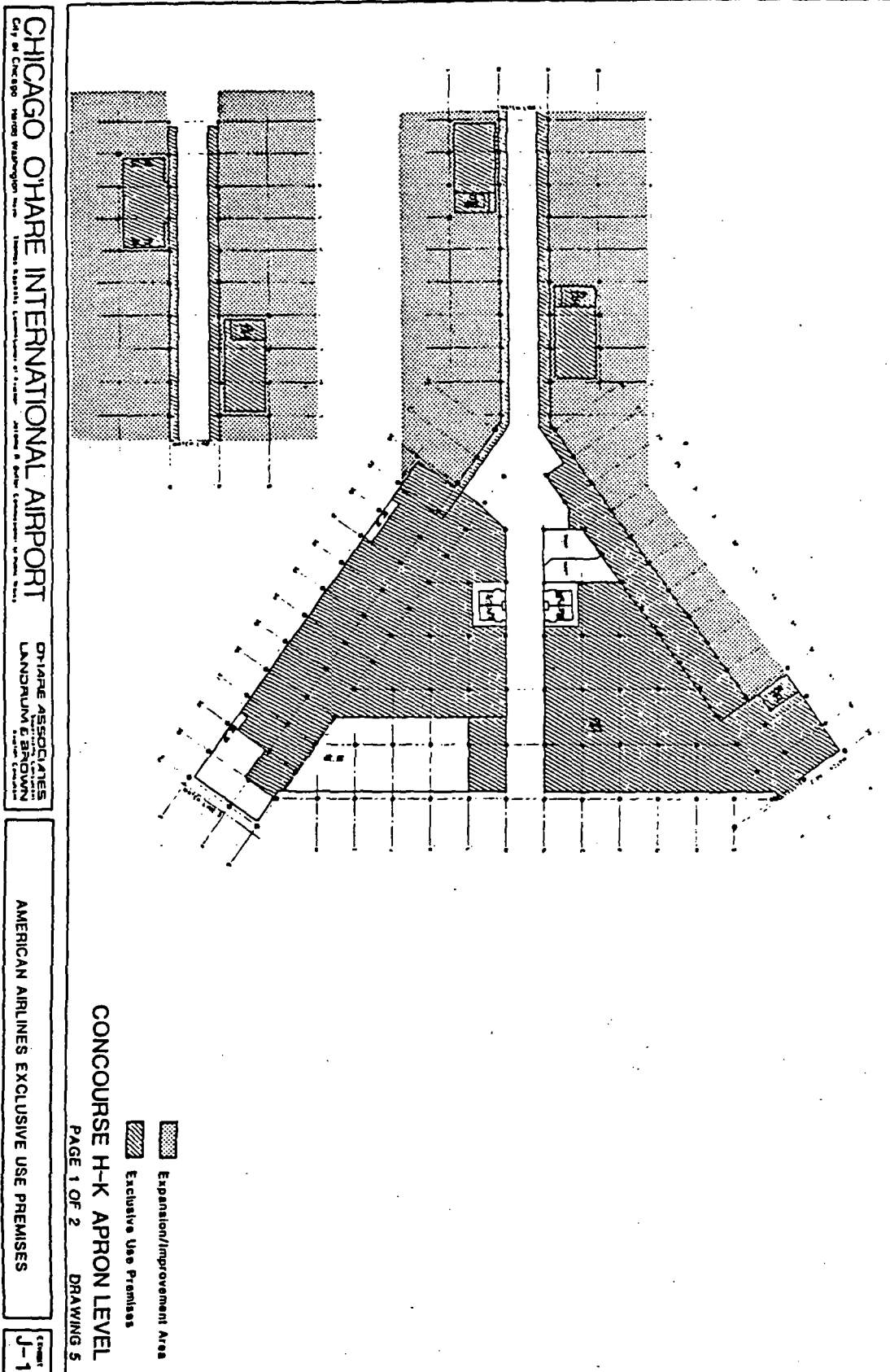




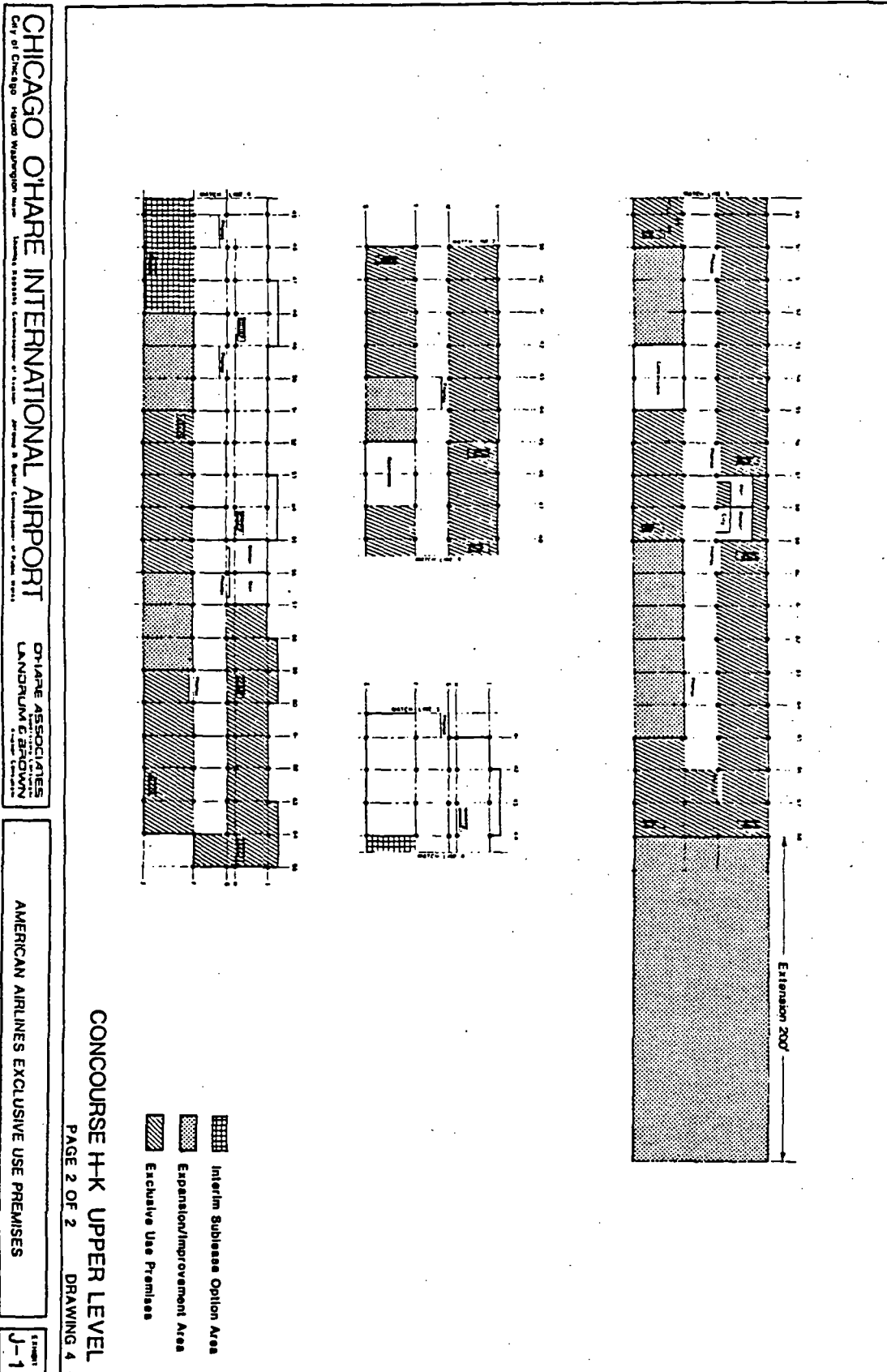
JAN 22 1985



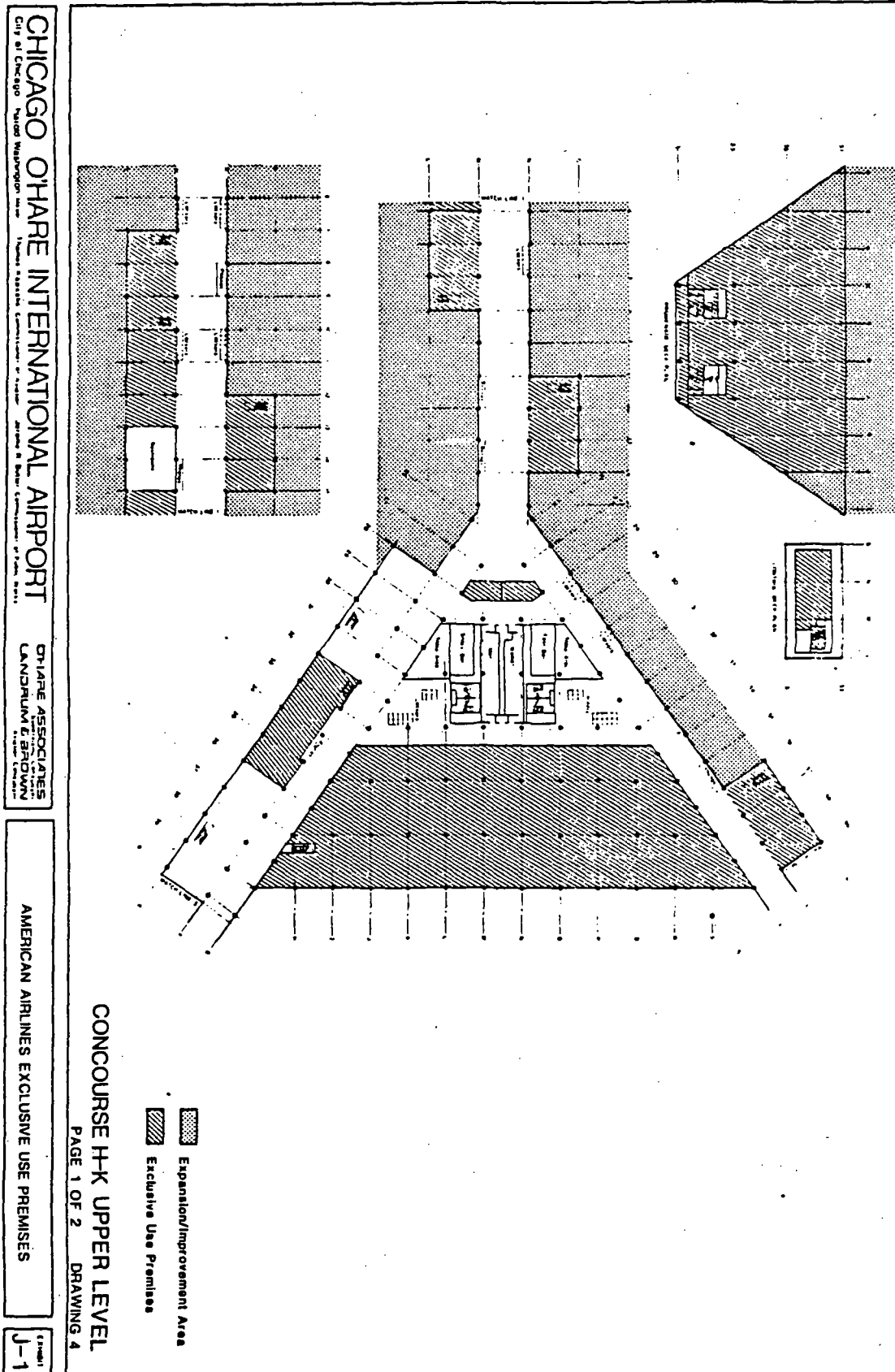
JAN 2 ? 1985



JAN 22 1985



JAN 22 1985



JAN 2 9 1985

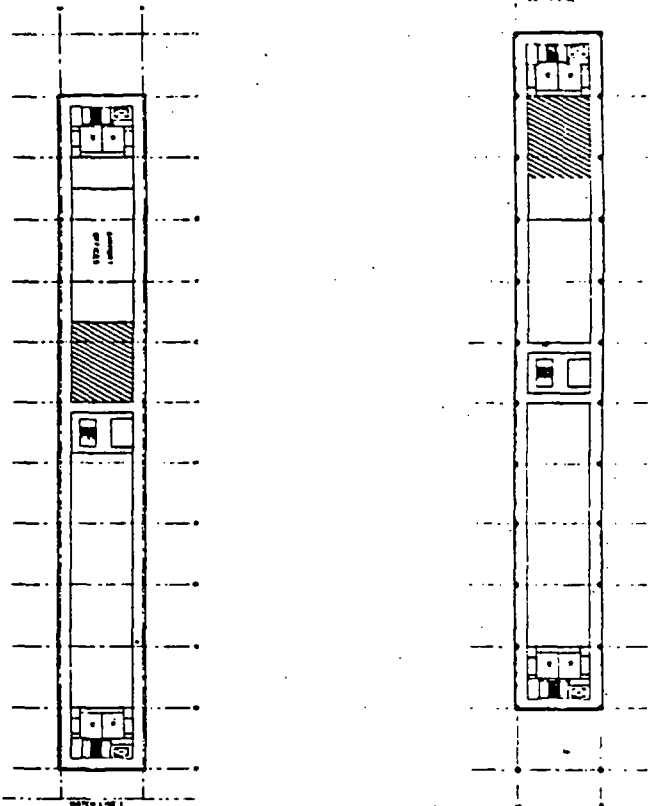
J-1

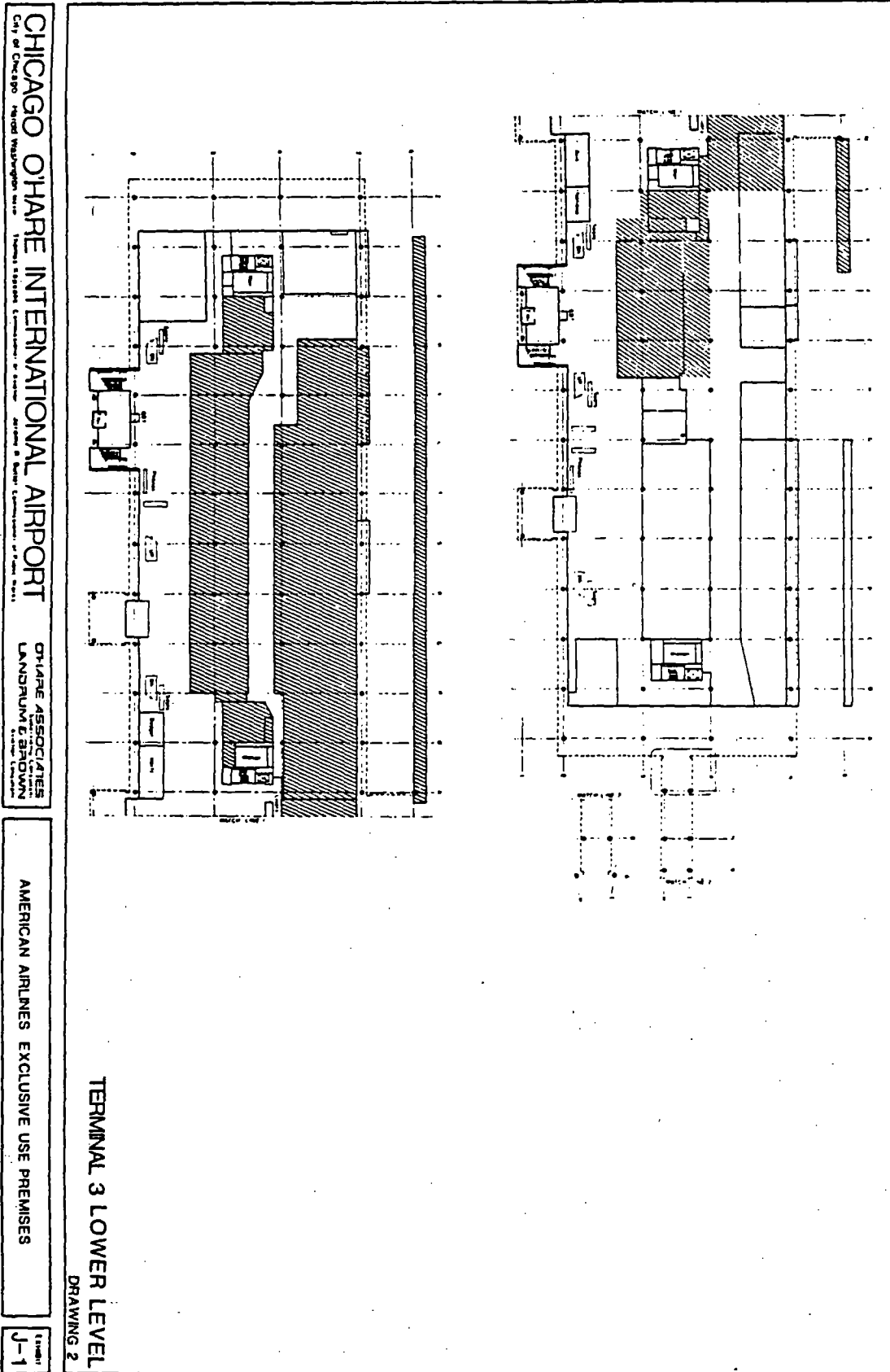
CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago, Harold Washington Mayor
 Thomas S. Kasulis, Commissioner of Airport
 Division
 O'Hare Associates
 LANDRUM & BROWN
 Architects

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

J-1

TERMINAL 3 MEZZANINE
 DRAWING 3



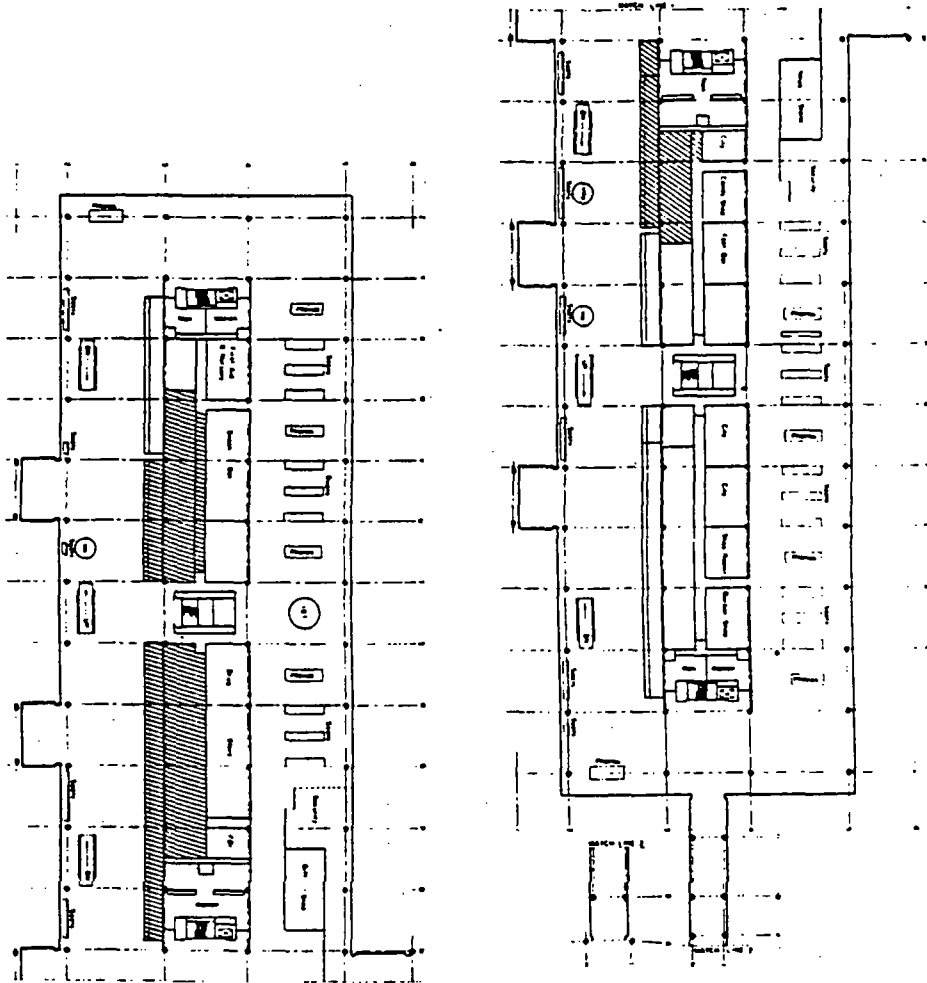


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor Thomas R. Sullivan, Chairman Dr. Charles E. Evans, President

OTIARE ASSOCIATES
 10000 15th Ave., Suite 1000
LANDAUM & BROWN
 10000 15th Ave., Suite 1000

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

2-1



Terminal No: 3

Basement

Lower Level

Upper Level

Mezzanine

Total

Concourse MkK

Apron Level

Upper Level

Total

Grand Total

Existing Footage

Additional Footage

3,352

34,236

7,908

2,400

47,896

74,261

36,259

50,520

08.416

9,751

8,665

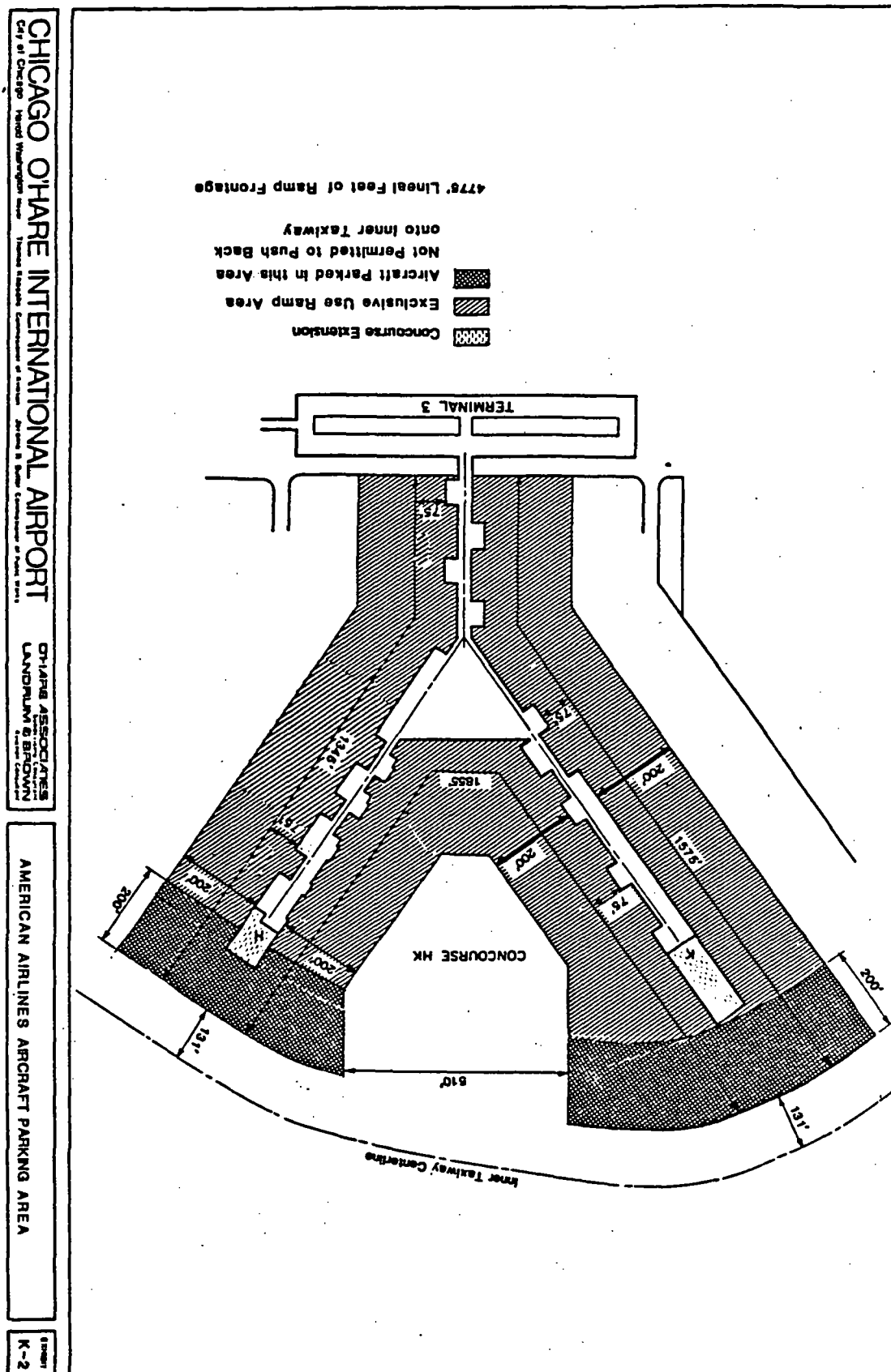
TERMINAL 3 UPPER LEVEL

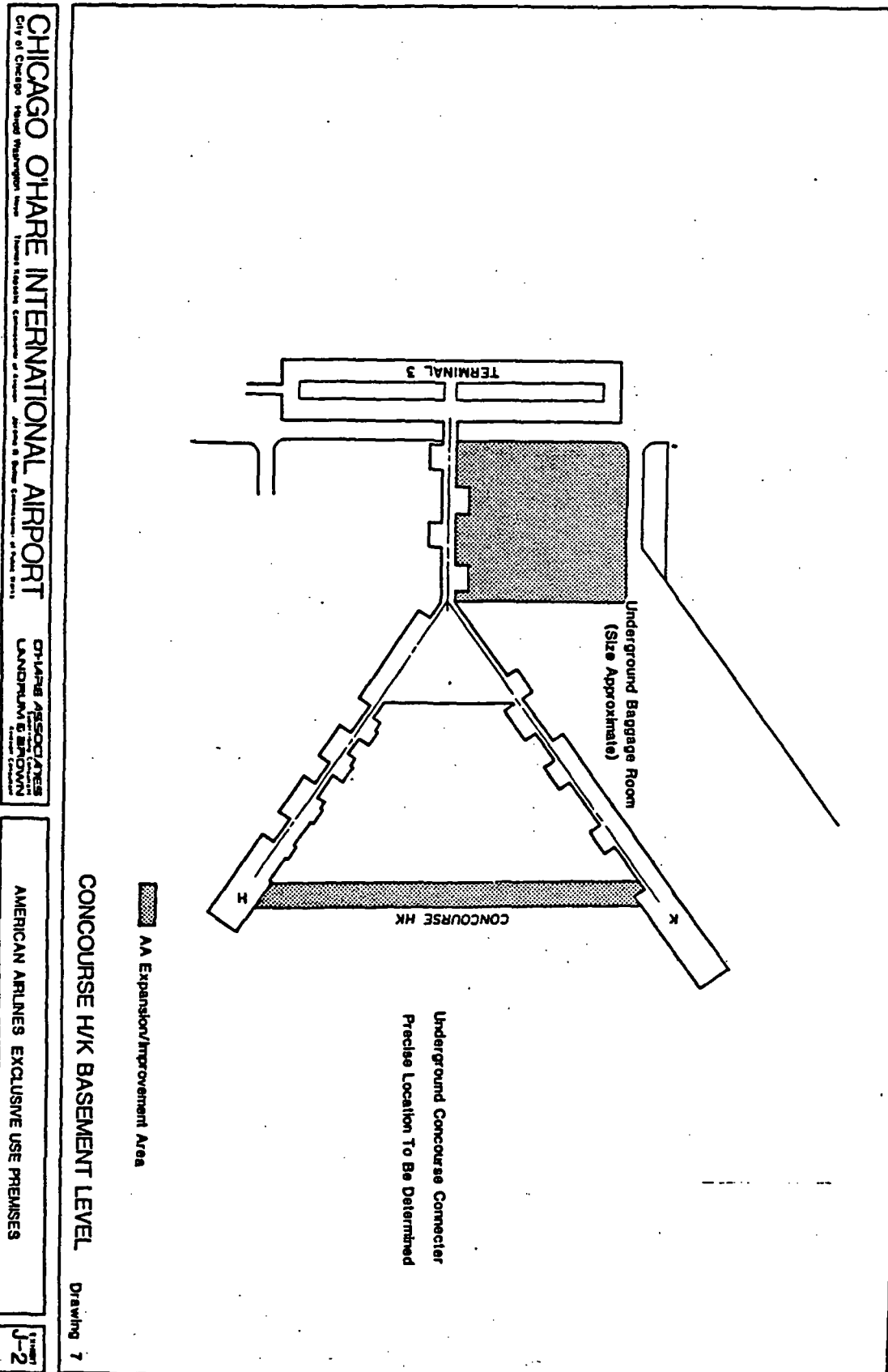
DRAWING 1

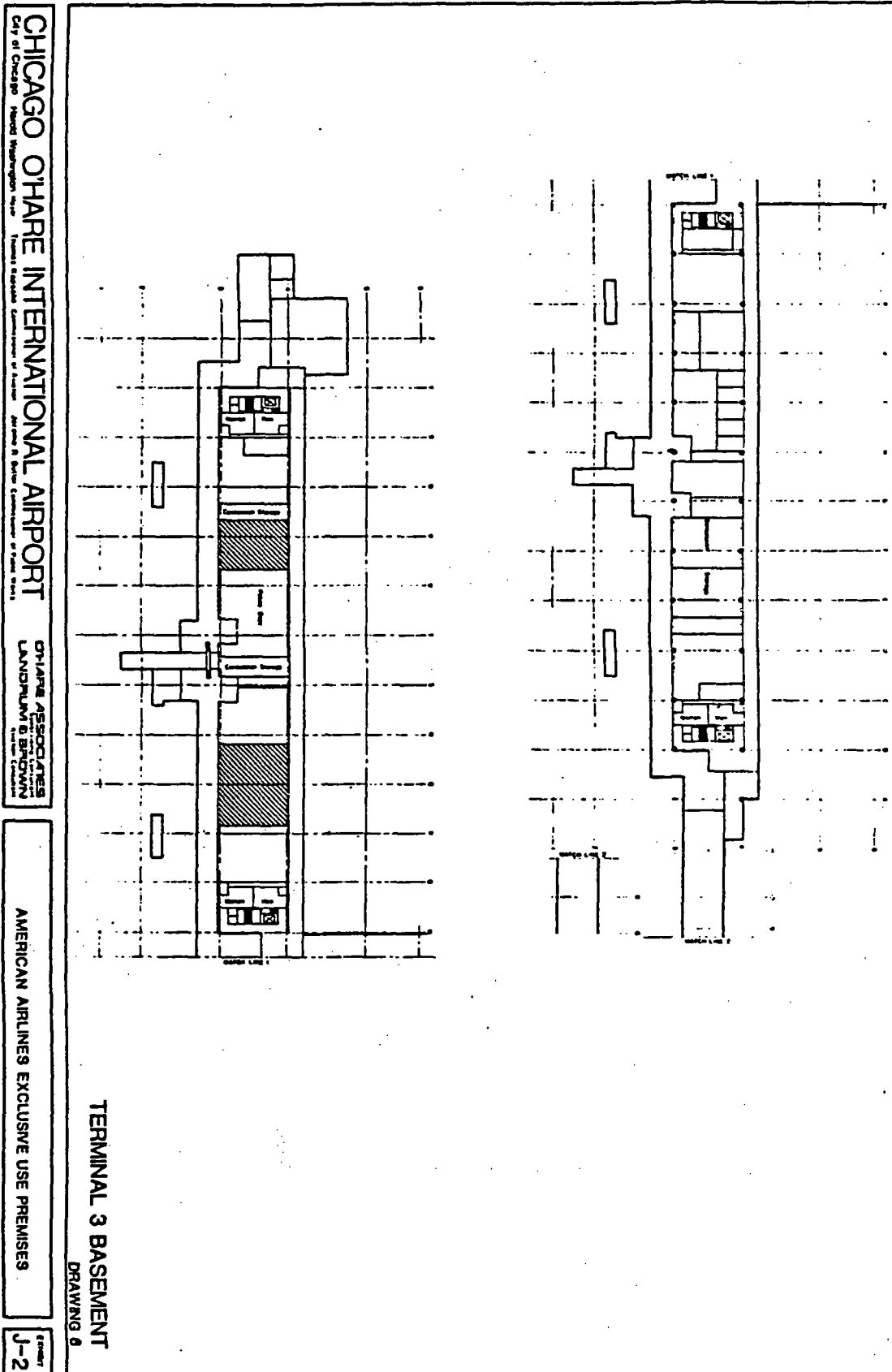
AIRLINE'S PHASE II EXCLUSIVE USE PREMISESEXHIBIT J-1

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourses H and K, which are depicted in the Drawings of this Exhibit J-1, shall comprise approximately 208,416 square feet, of which 149,751 square feet shall be deemed Airline's Existing Footage, and approximately 58,665 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises depicted in the Drawings of this Exhibit J-1 is subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendments shall be made to this Exhibit J-1. In addition, City and Airline agree that the exact configuration of the Exclusive Use Premises which shall be added under and pursuant to the four Special Facility Use Agreements, dated as of December 1, 1983 by and between City and American and the four Special Facility Use Agreements, dated as of December 1, 1984 by and between City and Airline will further change the configuration of the total Exclusive Use Premises, and that when all necessary construction drawings for such additions are completed, appropriate amendments shall be made to this Exhibit J-1.







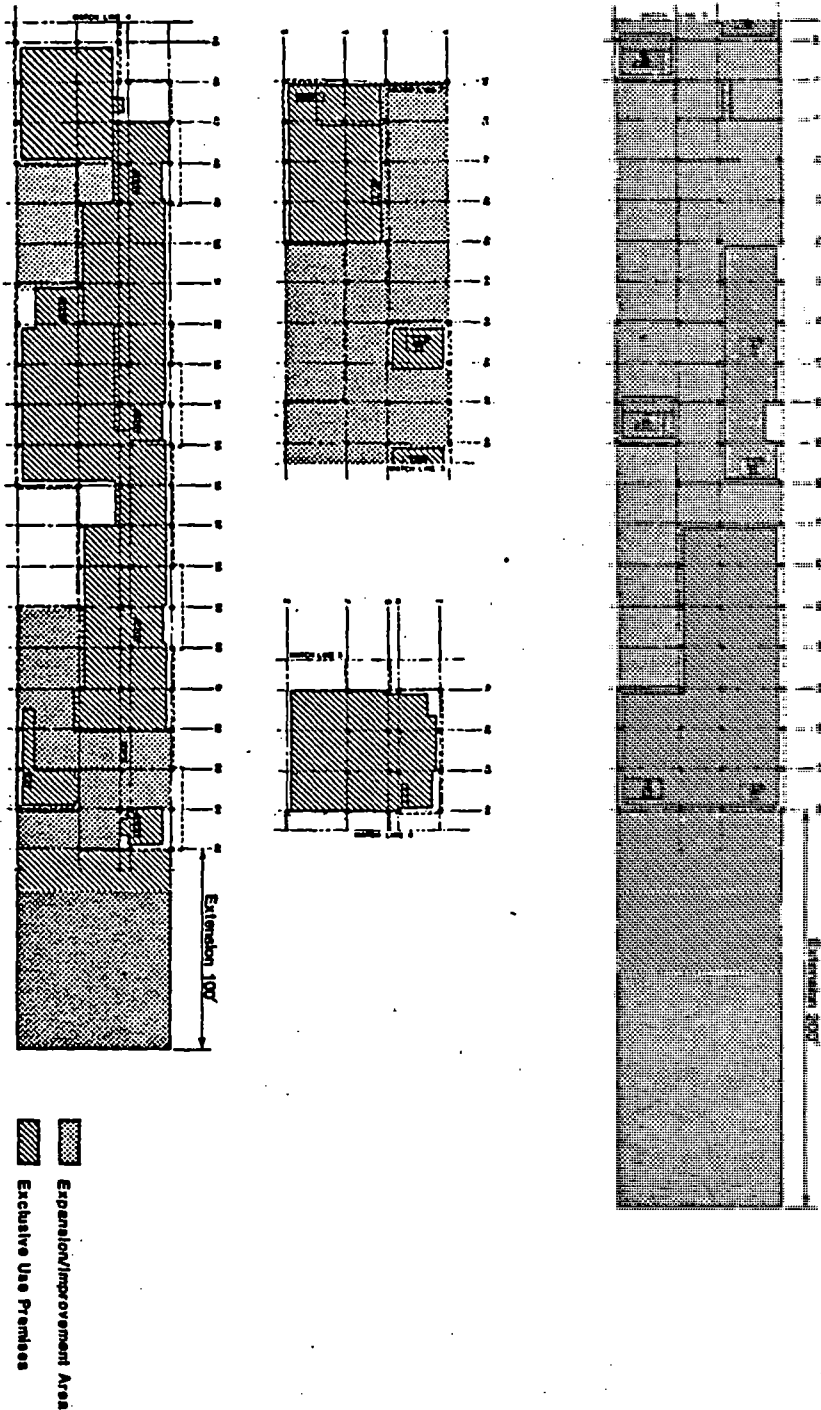
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago, Harold Washington Mayor, Thomas H. Radda, Commissioner of Land Use, Airport & Bridge Construction of Public Works

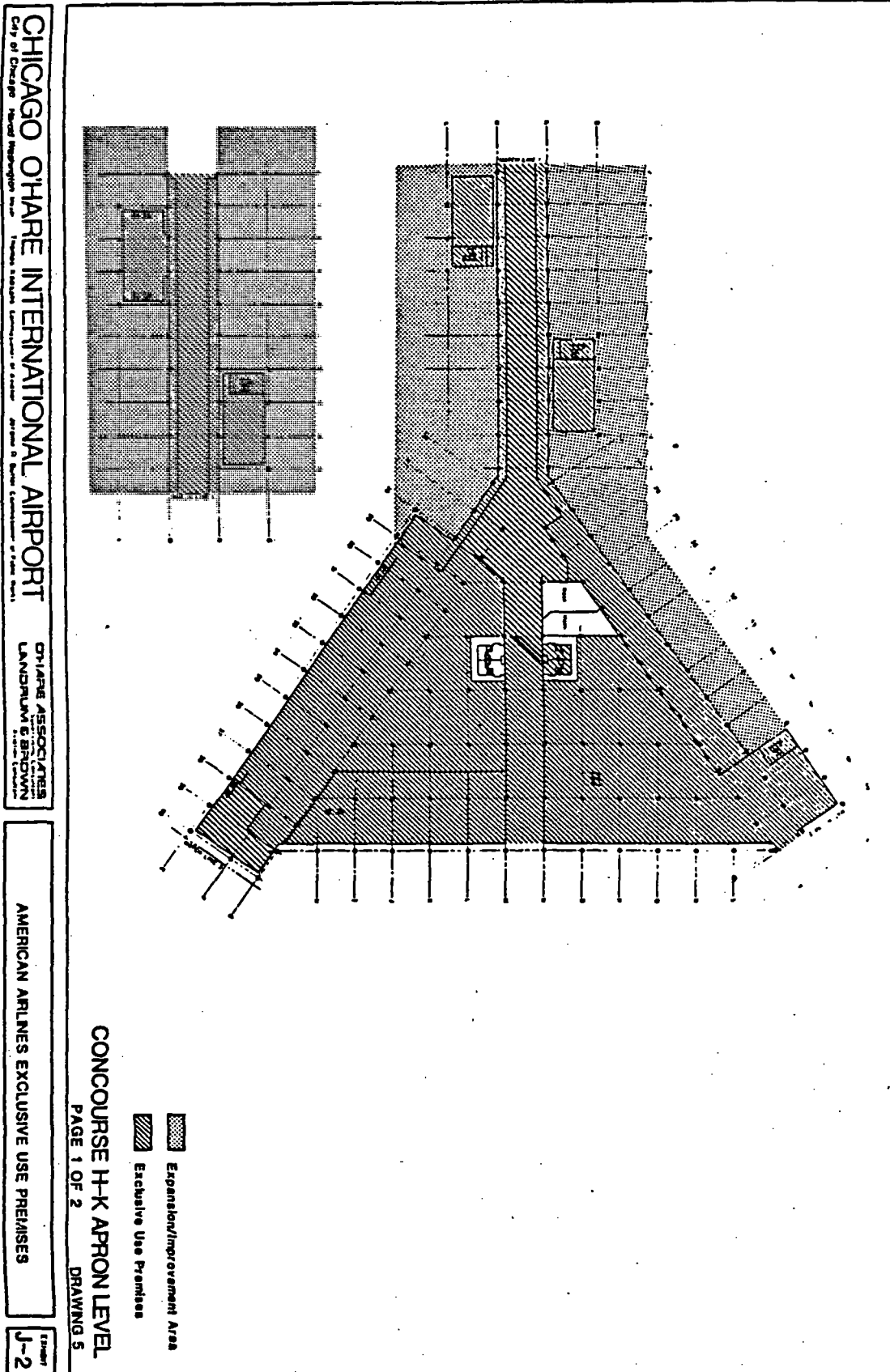
O'HARE ASSOCIATES
LAND PLANNING & DESIGN
Chicago, Illinois

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

Sheet
J-2

CONCOURSE H-K APRON LEVEL
PAGE 2 OF 2
DRAWING 5



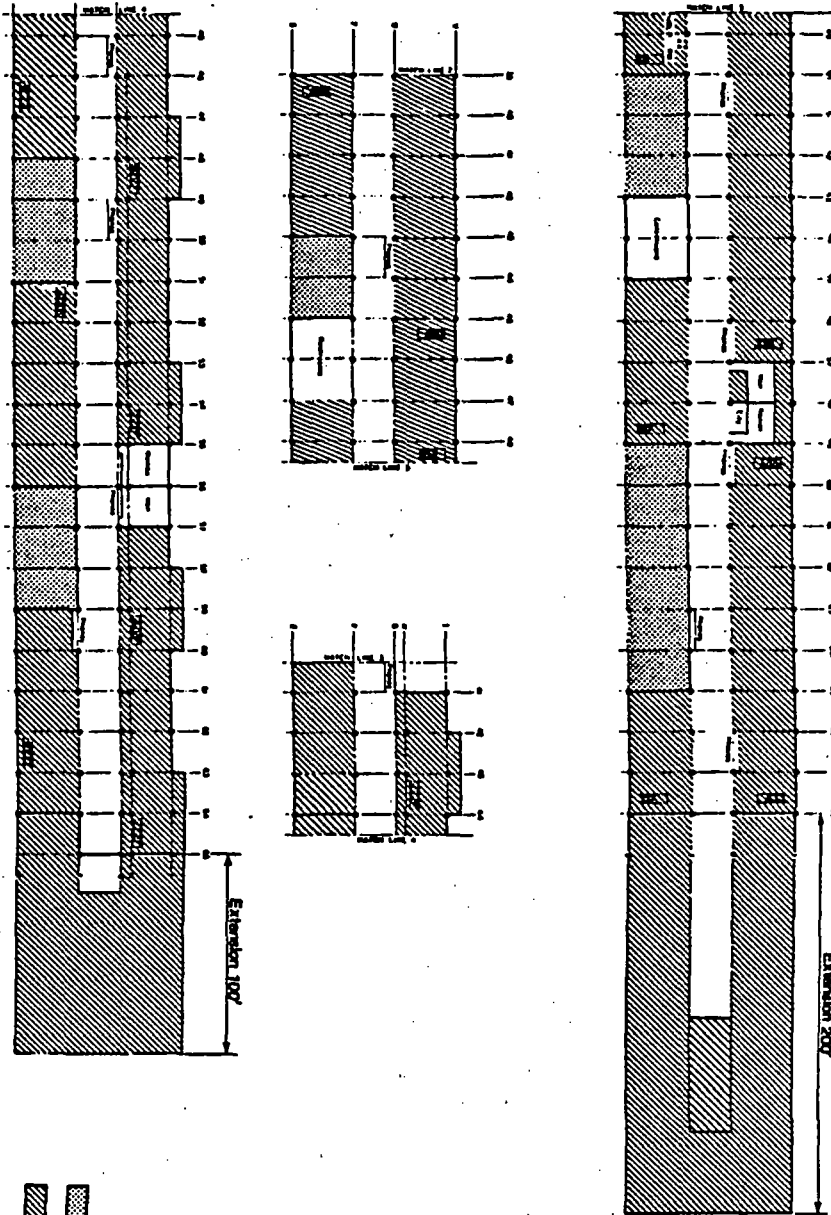


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago - Board of Transportation - Board
Thomas Hastings Construction Co. - Architect
James H. Brown Construction Co. - General Contractor

O'HARE ASSOCIATES
LAND PLANNING & DESIGN
General Contractor

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

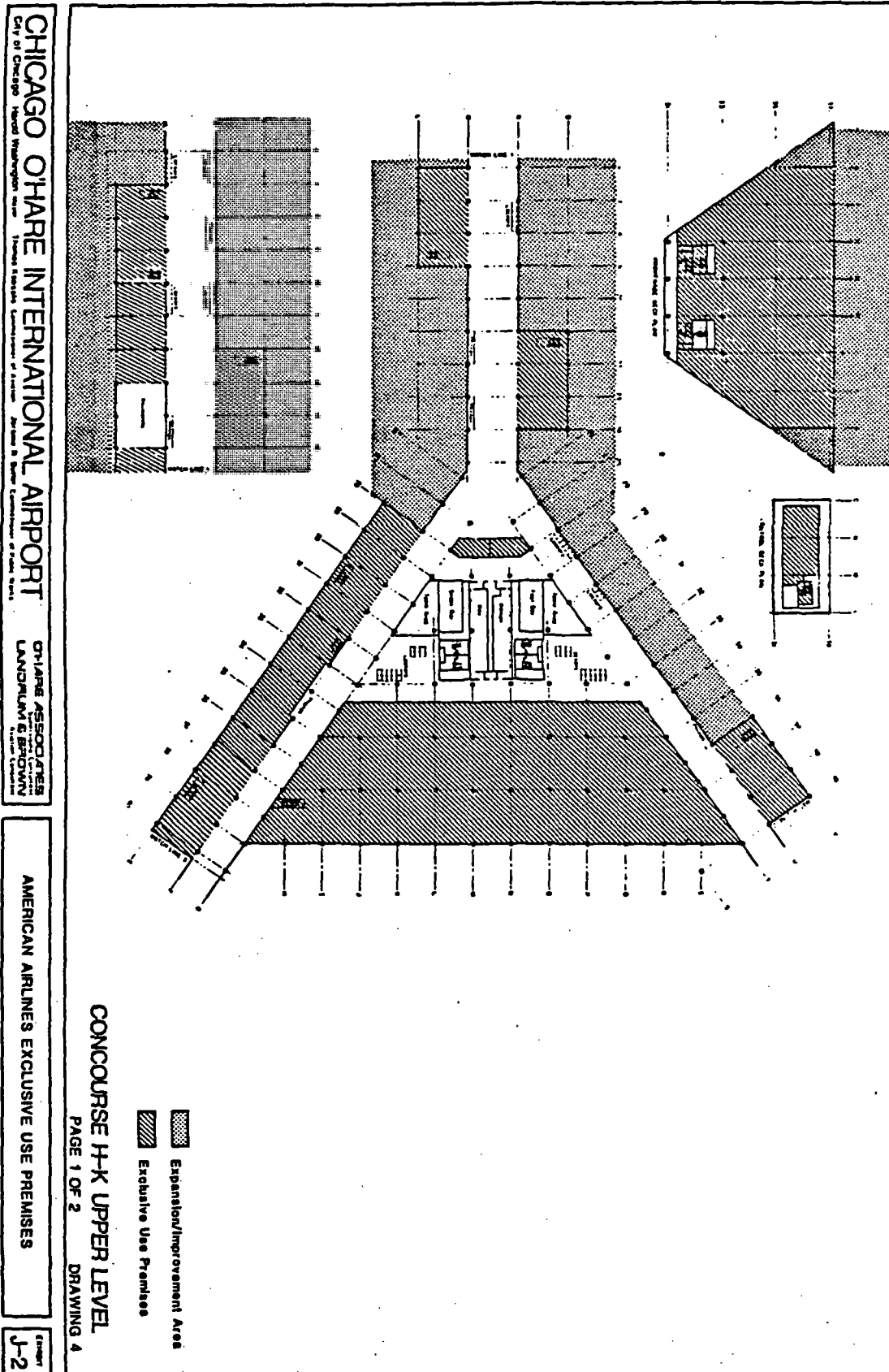
J-2



Expansion/Improvement Area
Exclusive Use Premises

CONCOURSE H-K UPPER LEVEL

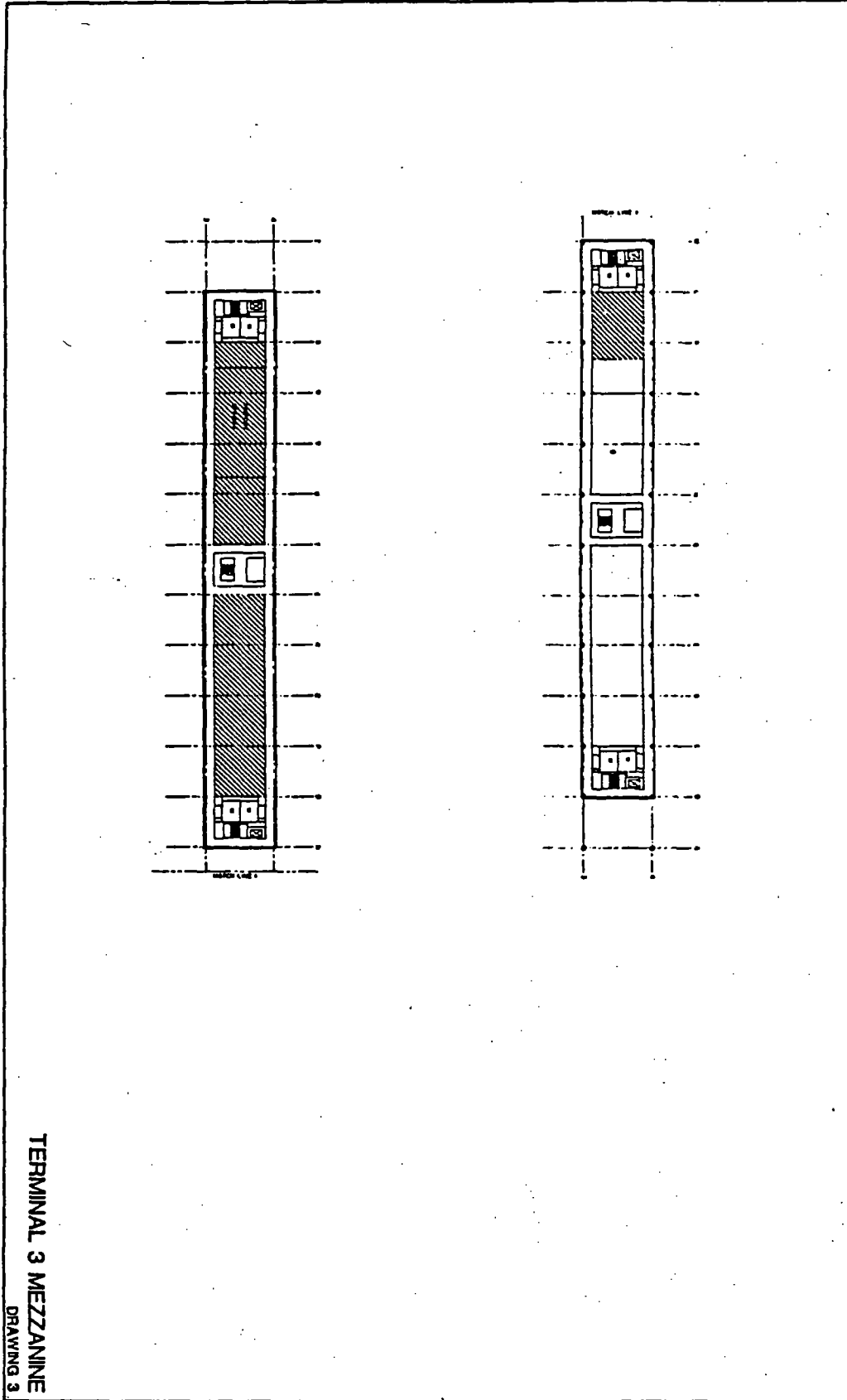
PAGE 2 OF 2 DRAWING 4



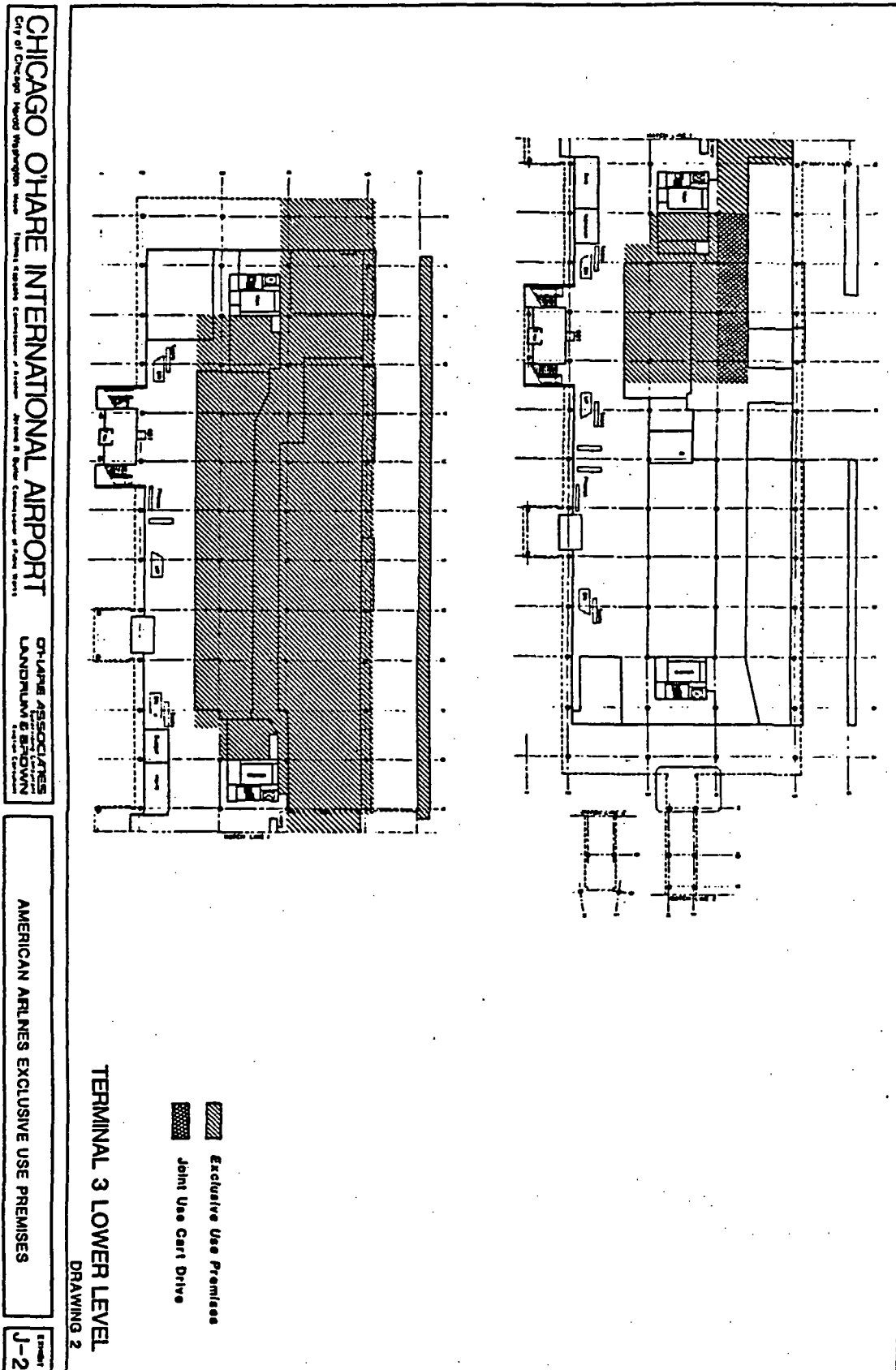
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago, Harold Washington Mayor
Terminal 3 Building Construction of Level 3
Architect: O'Hare Associates
Architect: O'Hare Associates
Architect: O'Hare Associates

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

J-2



TERMINAL 3 MEZZANINE
DRAWING 3

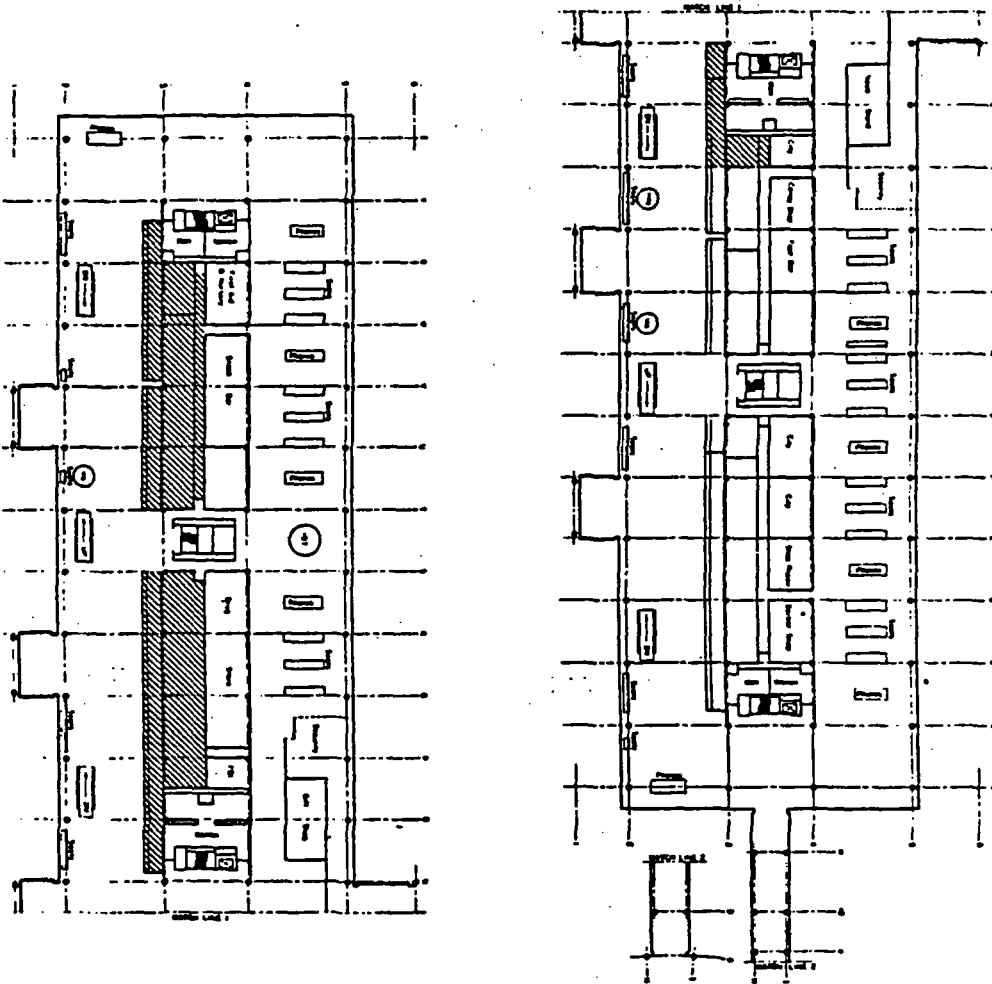


CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago, Mayor Washington Moore, Thomas H. O'Hare Construction Co. of Chicago, Architects & Engineers, Construction of New Building

O'HARE ASSOCIATES
CONSULTING ENGINEERS
LANDMARK & BROWN
ARCHITECTS

AMERICAN AIRLINES EXCLUSIVE USE PREMISES

Sheet
J-2



TERMINAL 3 UPPER LEVEL
DRAWING 1

Terminal No: 3	
Basement	3,352
Lower Level	48,022
Upper Level	8,136
Mezzanine	8,393
Total	67,903
Concourses H & K	
Apron Level	107,592
Upper Level	121,202
Total	228,794
Grand Total	296,697
Existing Footage J-1	149,751
Additional Footage J-2	146,946

AIRLINE'S PHASE III EXCLUSIVE USE PREMISESEXHIBIT J-2

(a) City and Airline agree that Airline's Phases III Exclusive Use Premises in Terminal Building No. 3 and Concourse H and K, which are depicted in the Drawings of this Exhibit J-2, shall comprise approximately 296,697 square feet, of which 149,751 square feet shall be deemed Airline's Existing Footage, and approximately 146,946 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises depicted in the Drawings of this Exhibit J-2 is subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decision have been made all necessary construction drawings are completed, appropriate amendments shall be made to this Exhibit J-2. In addition, City and Airline agree that the exact configuration of the Exclusive Use Premises which shall be added under and pursuant to the four Special Facility Use Agreements, dated as of December 1, 1983 by and between City and American and the four Special Facility Use Agreements, dated as of December 1, 1984 by and between City and Airline will further change the configuration of the total Exclusive Use Premises, and that when all necessary construction drawings for such additions are completed, appropriate amendments shall be made to this Exhibit J-2.

(Continued from page 14247)

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by the Honorable Harold Washington, Mayor (which was referred on February 4, 1985) authorizing the execution of an Amendment to the Airport Use Agreement and Terminal Facilities Agreement of 1983 entered into between the City of Chicago and USAir Airlines, 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.

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

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

SECTION 1. That the Mayor, the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel, are authorized to execute amendment to Exhibits J and K of the Airport Use Agreement and Terminal Facilities Lease of 1983 by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and USAir Airlines, a corporation organized and existing under the laws of the State of Delaware ("Airline"), said amendment to be substantially in the following terms:

AMENDMENT NO. 2-A
TO
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE.

This Amendment No. 2-A to Airport Use Agreement and Terminal Facilities Lease ("Amendment No. 2-A") made and entered into as of this _____ day of _____, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and USAir Airlines, a corporation organized and existing under the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City and Airline have entered into an Airport Use Agreement and Terminal Facilities Lease dated as of February 1, 1983, as amended by Amendment No. 1 and Amendment No. 2 to Airport Use Agreement and Terminal Facilities Lease dated respectively as of April 1, 1983 and June 1, 1983 (the "1983 Use Agreement") under which City has leased certain areas in the terminal buildings to Airline; and

Whereas, the City and Airline desires to further amend the 1983 Use Agreement; now, therefore,

In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree to amend the 1983 Use Agreement by deleting in their entirety Exhibits J and K to the 1983 Use Agreement and substituting therefor, the attached Exhibits J and K.

In Witness Whereof, City has caused this Amendment No 2-A to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment No. 2-A to be executed on its behalf by its Vice President and its Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits attached to this agreement printed on pages
14288 thru 14299 of this Journal.]

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

Action Deferred – EXECUTION OF USE AGREEMENT AUTHORIZED
WITH UNITED AIR LINES, INCORPORATED.

The Committee on Aviation submitted the following report, which was, on motion of Alderman Hutchinson and Alderman Beavers, *Deferred* and ordered published:

CHICAGO, February 26, 1985.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by the Honorable Harold Washington, Mayor (which was referred on February 13, 1985) authorizing the execution of a use agreement entered into between the City of Chicago and United Air Lines, Incorporated, 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

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

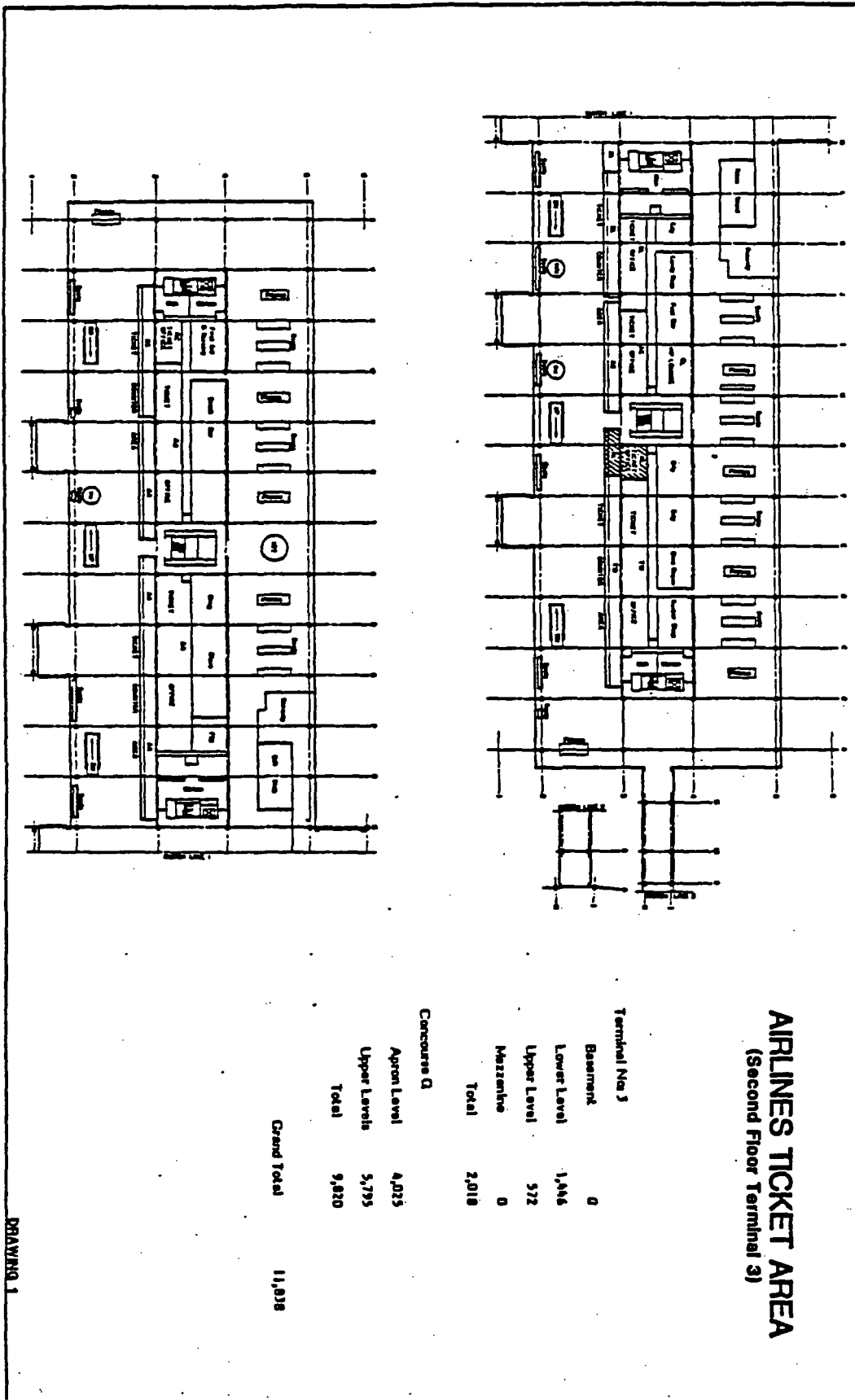
(Continued on page 14300)

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago, James M. Byrne Mayor, Thomas E. Spillane, Commissioner of Aviation, Kenneth B. Baker, Commissioner of Public Works

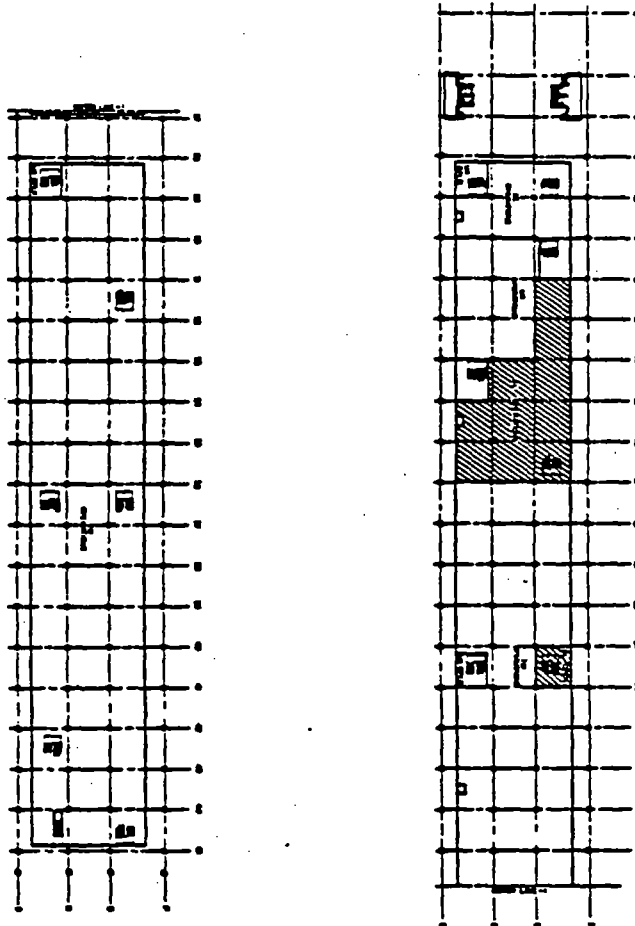
O'HARE ASSOCIATES
LANDMARKS CONSULTING
ARCHITECTS

USAR AIRLINES EXCLUSIVE USE PREMISES

Sheet
J



AIRLINES OPERATIONS AREA
(First Floor Concourse G)



DRAWING 2 1 of 1

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago June 27, 1985

CHICAGO ASSOCIATES
LANDMARK & DESIGN
ARCHITECTS

US AIR AIRLINES EXCLUSIVE USE PREMISES

1

CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 June 16, 1984
 Thomas R. B. Associates, Inc.
 Architects
 1400 N. Dearborn
 Chicago, Illinois 60610

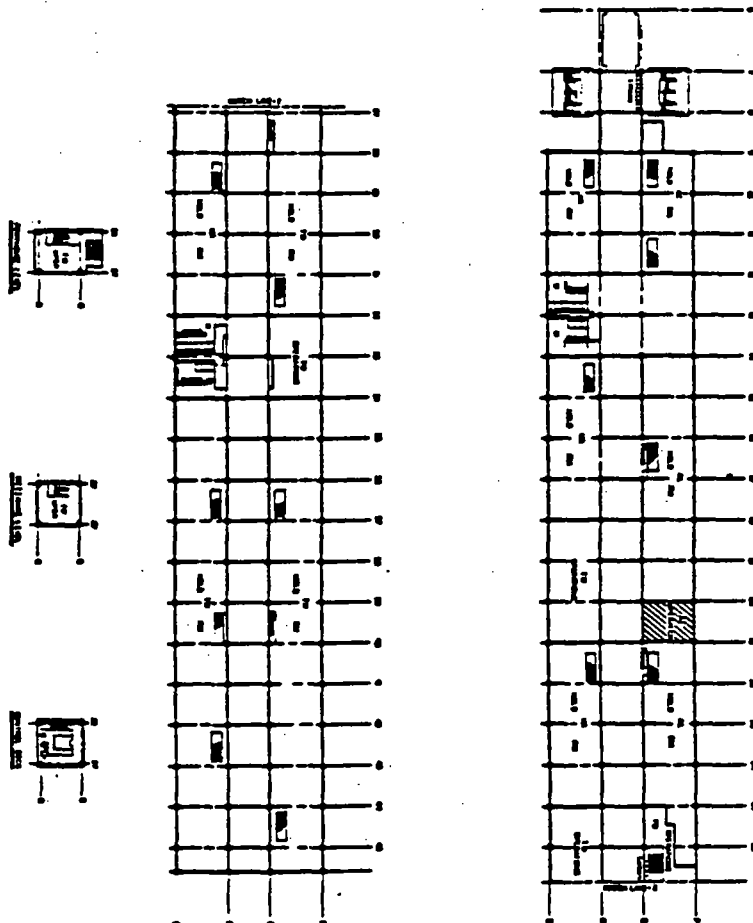
O'HARE ASSOCIATES
 ARCHITECTS
 1400 N. Dearborn
 Chicago, Illinois 60610

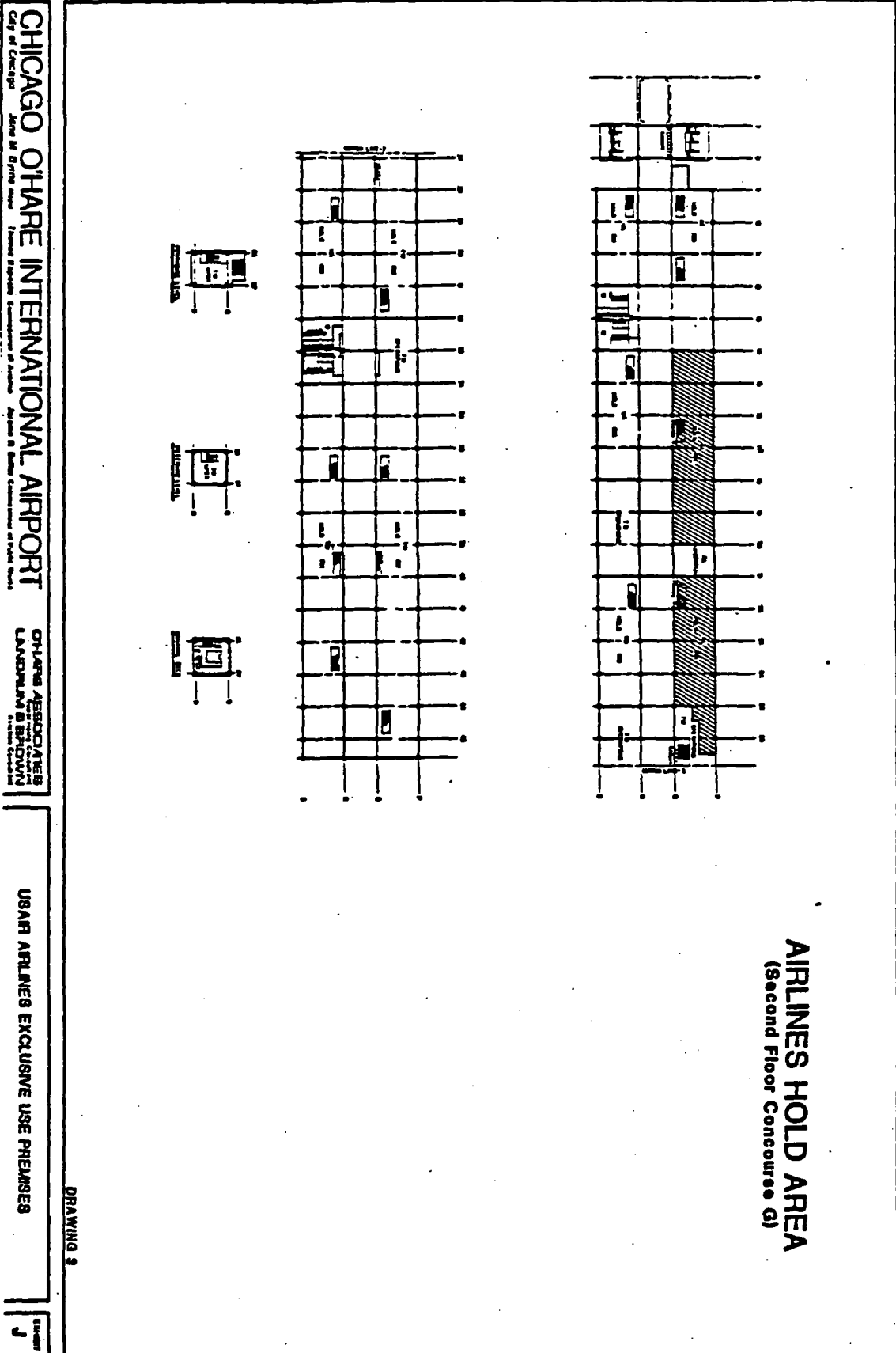
US AIR AIRLINES EXCLUSIVE USE PREMISES

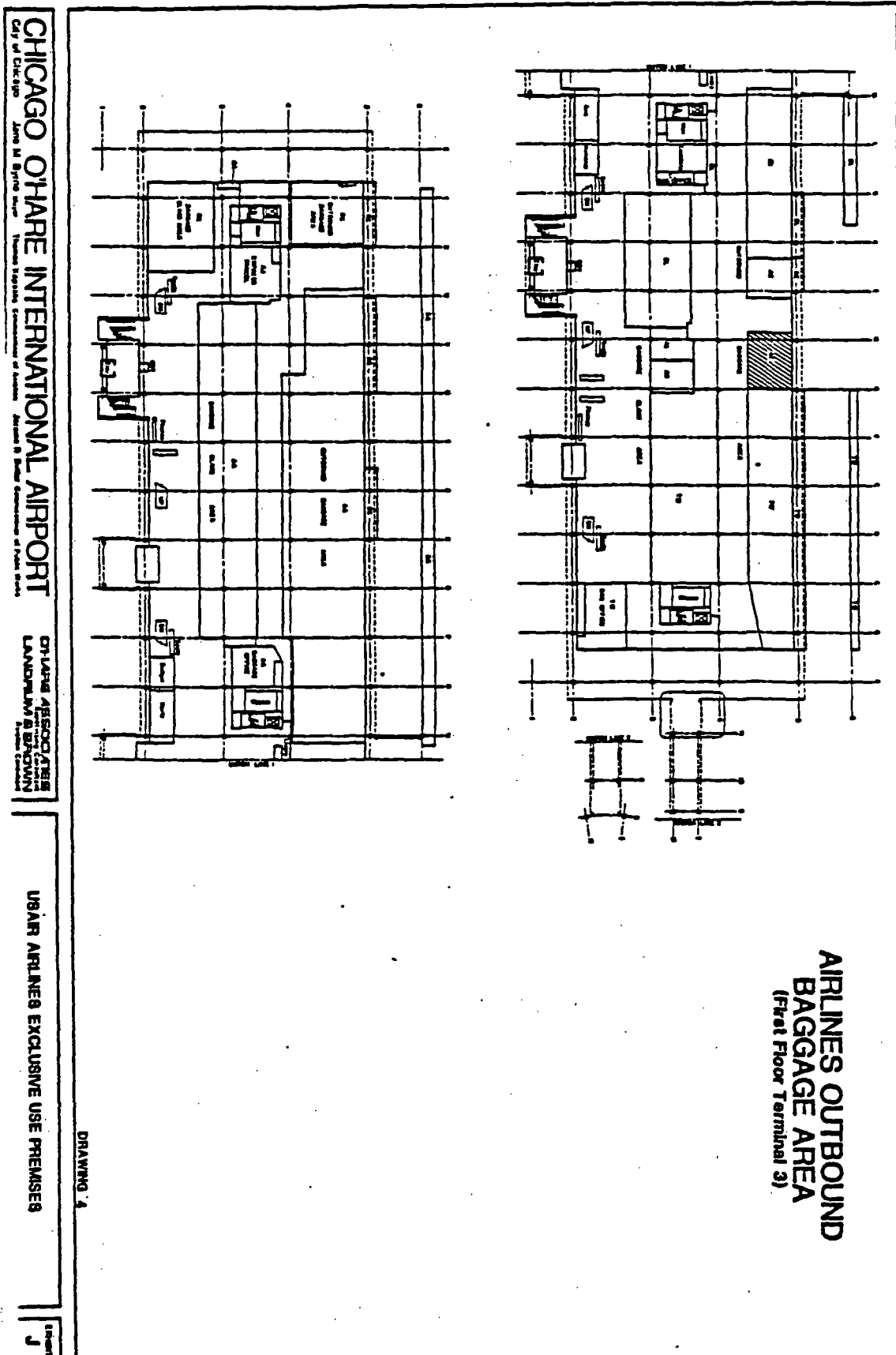
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DRAWING 2 2 of 1

AIRLINES OPERATIONS AREA
 (Second Floor Concourse G)





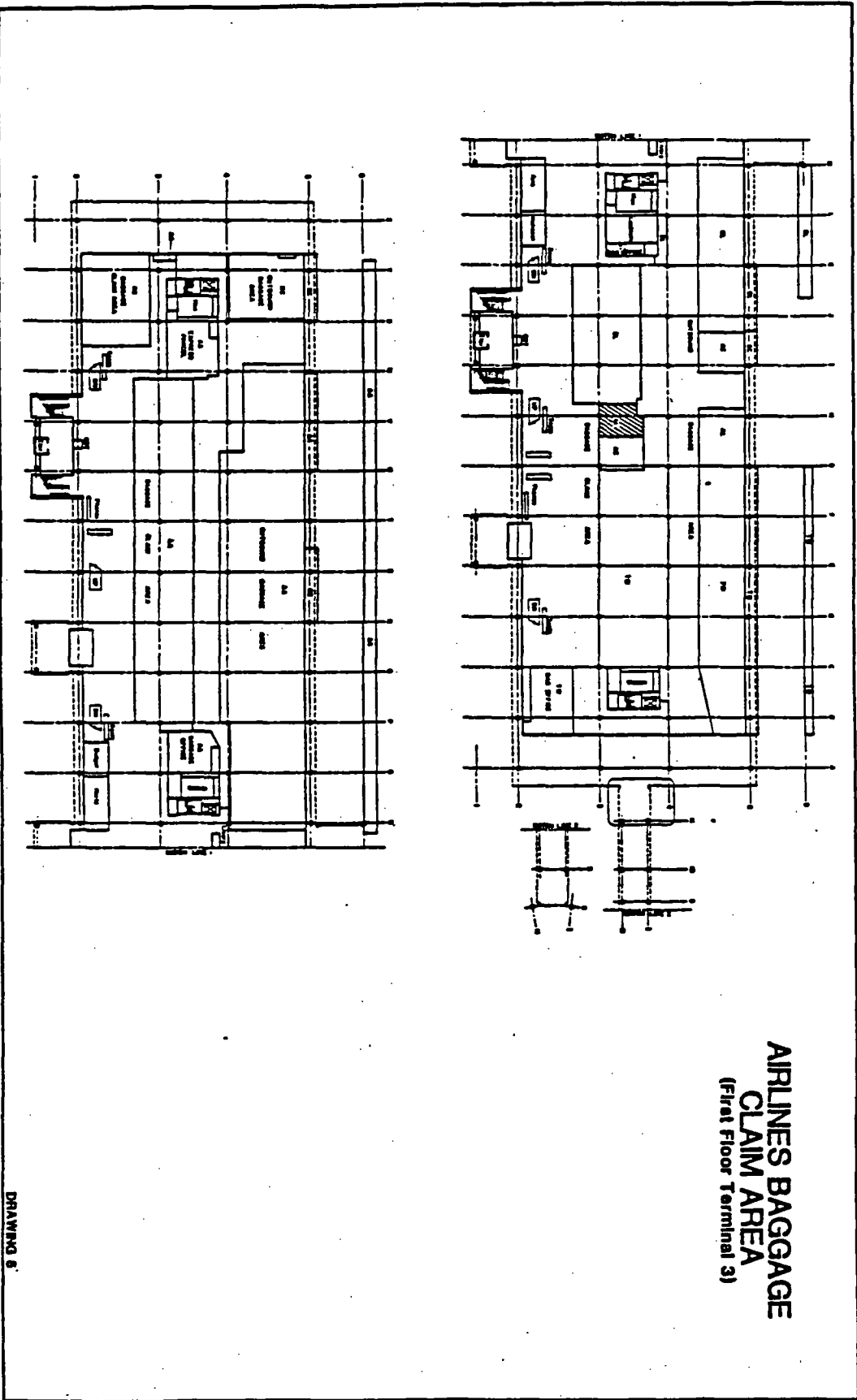


CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago
 1000 N. Dearborn Street
 Chicago, Illinois 60610
 Project: Terminal 3 Baggage Claim Area

O'HARE ASSOCIATES
 1000 N. Dearborn Street
 Chicago, Illinois 60610
 Project: Terminal 3 Baggage Claim Area

US AIR AIRLINES EXCLUSIVE USE PREMISES

1000



**AIRLINES BAGGAGE
 CLAIM AREA**
 (First Floor Terminal 3)

DRAWING 6

U S Air

EXHIBIT J-1

AIRLINE'S PHASE II EXCLUSIVE USE PREMISES

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. ____ and Concourse G, which are depicted in the Drawings of this Exhibit J-1, shall comprise approximately _____ square feet, of which 13,186 square feet shall be deemed Airline's Existing Footage, and approximately _____ square feet shall be deemed Airline's Additional Footage, which designation may be changed pursuant to subparagraph (b) below.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises are subject to changes and refinements prior to Airline's date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1.

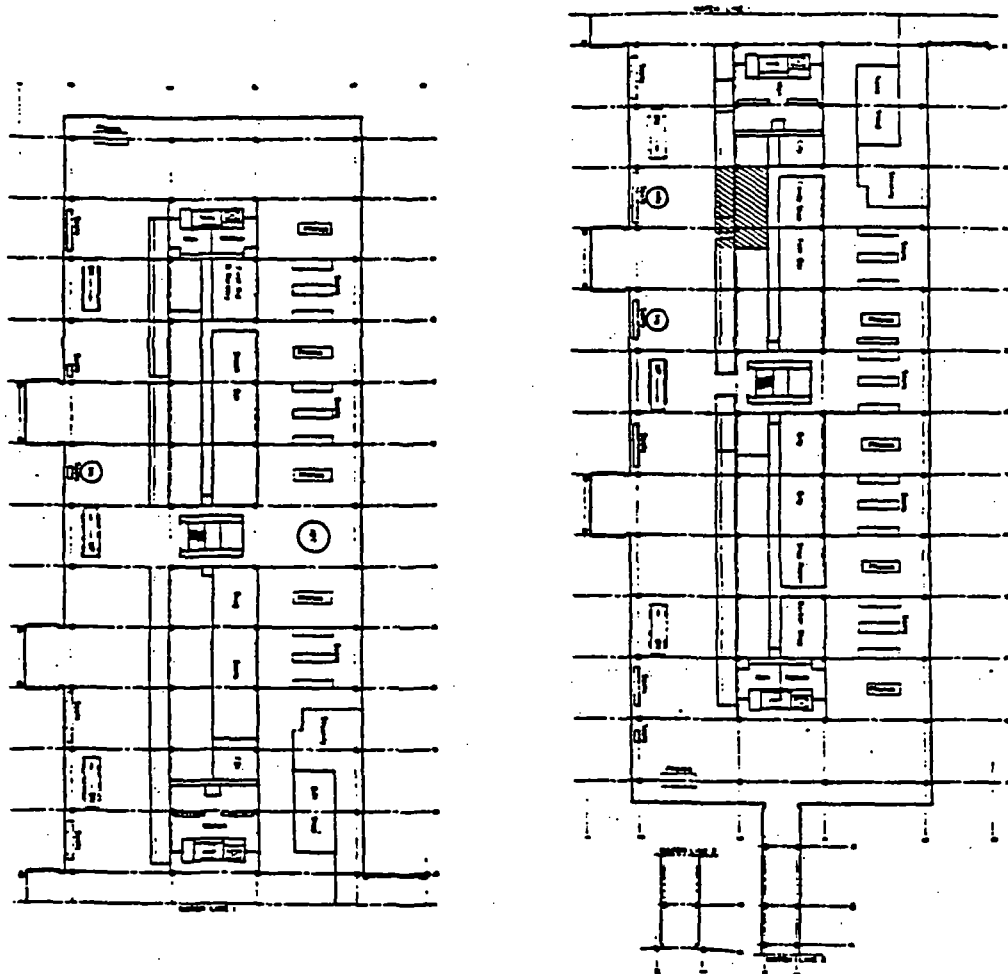
(c) City agrees that it will use its best efforts in resolving the final building space arrangements with all tenants to provide Airline with a baggage service office of 150 square feet on the lower level of the Terminal Building in reasonable proximity to Airline's baggage claim area.

CHICAGO OHARE INTERNATIONAL AIRPORT
City of Chicago, Illinois, Metropolitan Area, International Airport, Construction of Concourse, Apron & Other Improvements of Federal Aids

OHARE ASSOCIATES
ARCHITECTS
1000 N. LAKE SHORE DRIVE
CHICAGO, ILLINOIS 60611

USAIR AIRLINES EXCLUSIVE USE PREMISES

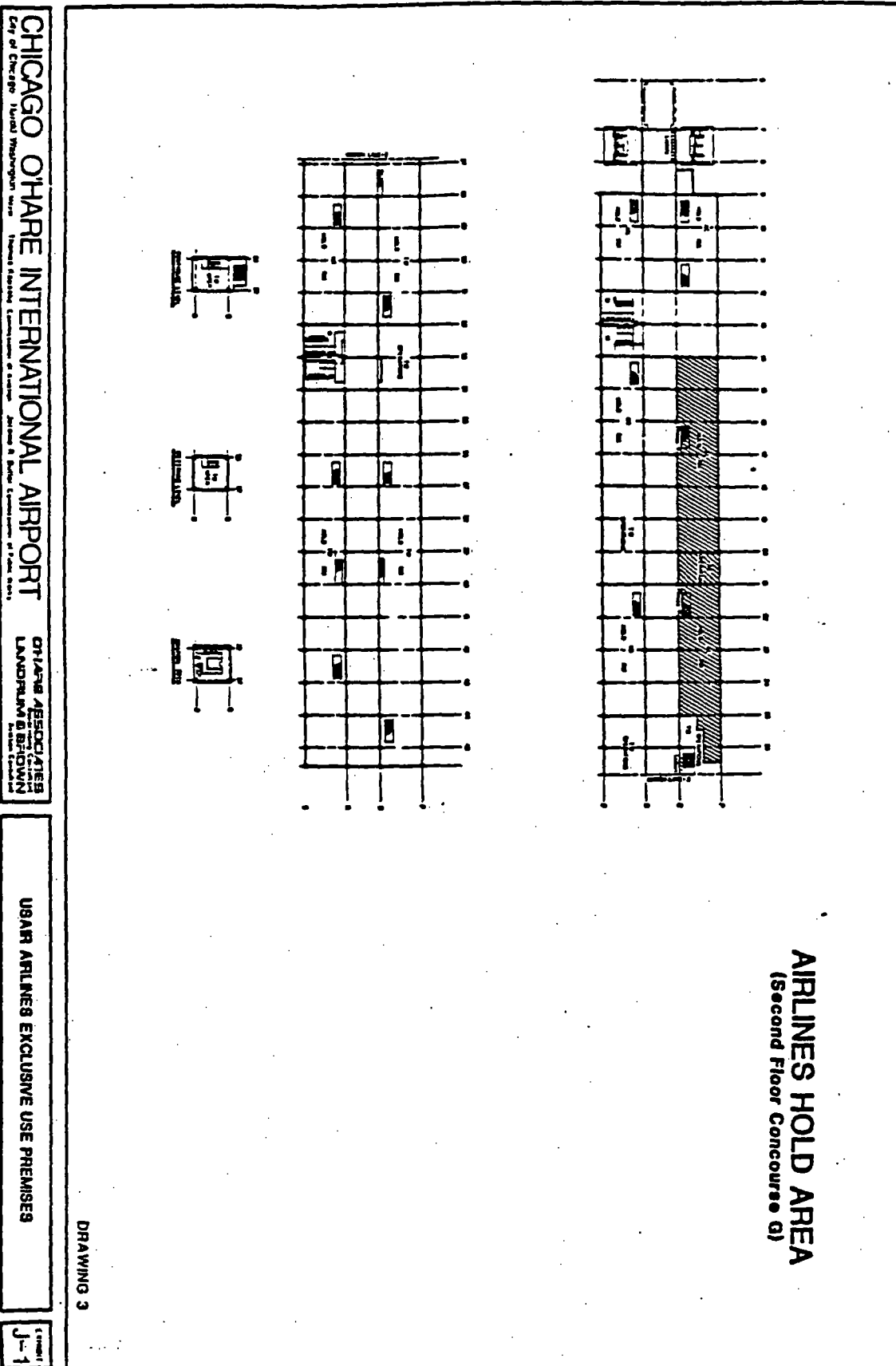
J-1



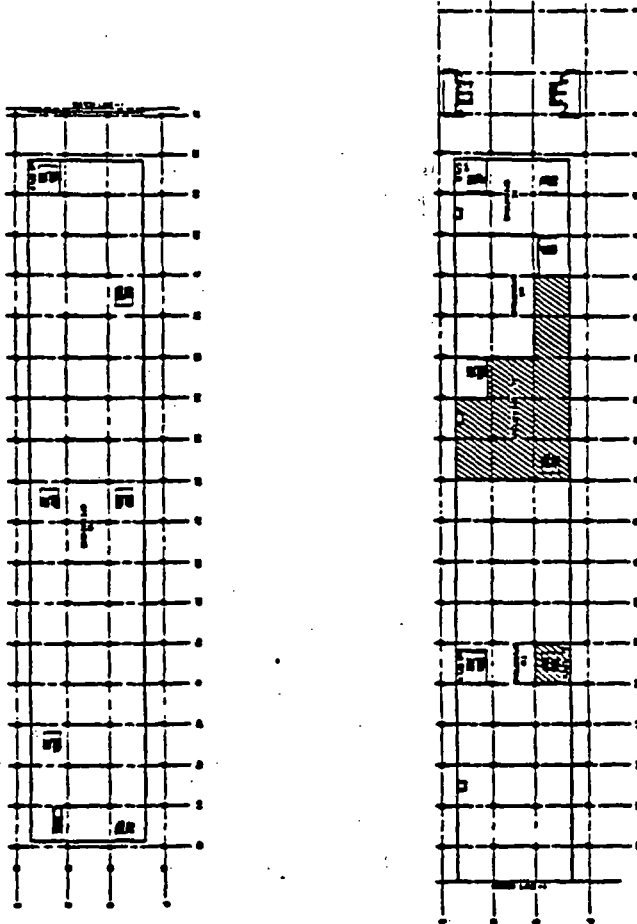
Terminal No: 3	
Basement	0
Lower Level	6,247
Upper Level	1,066
Mezzanine	0
Total	7,313
Concourse G	
Apron Level	4,013
Upper Level	5,795
Total	9,808
Grand Total	17,121
Existing Footage (J-1)	14,337
Additional Footage (J-1)	2,784

TERMINAL 3 SECOND LEVEL

DRAWING 1



DRAWING 4



**OTVAB ASSOCIATES
LANDRUM & BROWN**

USAR AIRLINES EXCLUSIVE USE PREMISES

5-1

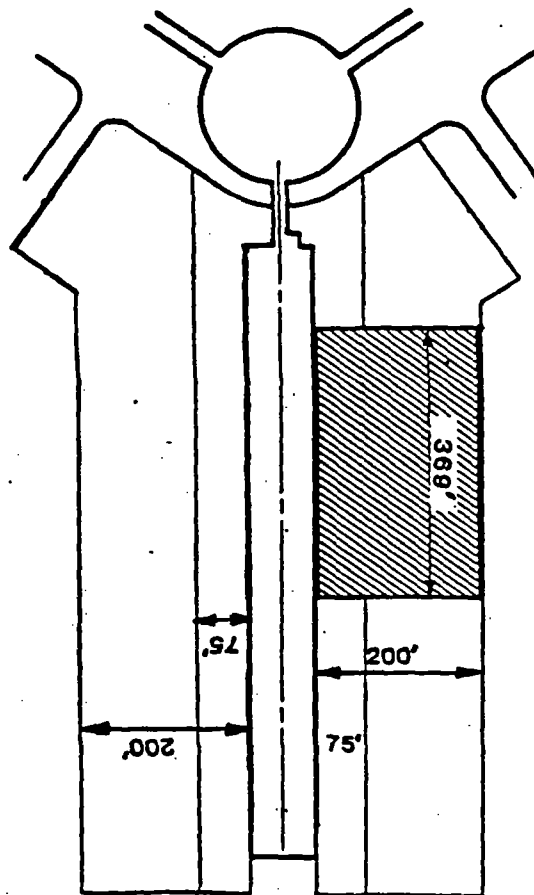
CHICAGO O'HARE INTERNATIONAL AIRPORT

O'HARE ASSOCIATES
LANDING & TAKEOFF

USAA AIRLINES EXCLUSIVE USE PREMISES

K-1

369' Linear Feet of Ramp Frontage
Exclusive Aircraft Parking Area



CONCOURSE G

(Continued from page 14287)

WHEREAS, United Air Lines, Incorporated ("United") is a Lessee of the City of Chicago ("City") with respect to 30.36 acres of real property, including improvements, at O'Hare International Airport ("ORD"), under and through the exercise of certain options granted by a certain Cargo Building Site Lease dated as of July 1, 1963; and

WHEREAS, The City and United have entered into a use agreement and Terminal Facilities Lease, dated as of February 1, 1983, pursuant to which substantial modifications and improvements to ORD are to take place; and

WHEREAS, The modifications contemplated include the demolition of the hangar facility occupied by Butler Aviation, construction of a new United Terminal commencing from the area of the Butler Hangar, and relocation of aircraft parking, maintenance and refueling facilities adjacent to the Butler Hangar to a portion of the real property leased by the City to United; and

WHEREAS, United has agreed to permit the City restricted use of 8.68 acres of real property leased from the City for purposes of parking, loading and unloading, and servicing of general aviation and commuter aircraft having fifty- six (56) or fewer passenger seats; now, therefore,

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and the Corporation Counsel as to legality, is hereby authorized and empowered to execute, on behalf of the City of Chicago, a use agreement with United Air Lines, Incorporated, concerning the use by the City of 8.68 acres of the real property, including improvements, leased to United by the City, said use agreement to be substantially in the following form:

Use Agreement

This agreement, made and entered into as of the 1st day of February, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, ("City"), and United Air Lines, Inc., a corporation organized and existing under the laws of the State of Delaware ("United").

Witnesseth:

Whereas, United occupies 30.36 acres of land (the "Site") at O'Hare International Airport ("ORD") as Lessee of the City under and through the exercise of certain options granted by that certain Cargo Building Site Lease dated as of July 1, 1963 (the "Lease"); and

Whereas, the City and United have entered into that certain Use Agreement and Terminal Facilities Lease dated as of February 1, 1983 (the "Agreement") under which substantial modifications and improvements to ORD are to be financed and constructed by the City (therein and herein called the "Airport Development Plan"); and

Whereas, the City wishes to utilize a portion of the Site for the parking of aircraft which now use the public ramp areas in the vicinity of the Butler Hangar and the Commuter Terminal to facilitate the implementation of the Airport Development Plan and United wishes to make such area available; now, therefore,

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

1. Grant of Use.

United hereby grants to the City the right to use the areas on the site shown on Exhibit A attached (the "Interim Parking Area") (comprising 378,220 square feet more or less) for the following purposes:

- (a) The parking of general aviation aircraft, and commuter aircraft having fifty-six (56) or fewer passenger seats, only.
- (b) The loading or unloading of passengers, property, cargo and mail upon or from such aircraft by employees, agents or contractors of the owner or operator of such aircraft.
- (c) The servicing of such aircraft, or equipment used in the servicing of such aircraft, with aircraft fuels, oils and grease, and with foods, beverages or other supplies or materials necessary or appropriate to the activity of such aircraft by such means as may be reasonably necessary or proper.
- (d) The repair, maintenance or testing of such aircraft, or equipment used to service such aircraft, by employees, agents or contractors of the owner or operator of such aircraft; provided that such activities shall be limited to those activities commonly considered to be routine ramp servicing.
- (e) The operator and maintenance of communication equipment as may be reasonably necessary or convenient for the operation of such aircraft.
- (f) Such other operations or activities related to those enumerated above as may be reasonably necessary or convenient for the operation of such aircraft; provided, however, that such grant of rights by United is made on the express condition, and is hereby accepted by the City on the express understanding, that no merger of United's leasehold estate under the Lease shall be deemed to occur by virtue hereof.

2. Access

City, and the owners and operators of aircraft using the Interim Parking Area, shall have free and unrestricted ingress and egress to and from the Interim Parking Area for the movement of aircraft and ground vehicles, without charge directly or indirectly over and across the Site via the service roads and taxiways shown on Exhibit A, except the taxiway running east and west bisecting the south portion of United's plot identified as "pass-thru" taxiway. The "pass-thru" taxiway shall be under the control of United who shall coordinate the use of this taxiway with the users of the Interim Parking Area as well as the FAA Tower.

3. Term

The term of this Agreement shall commence as of the date hereof and shall continue until the earlier of any of the following:

- (a) Written notice from the City to United terminating the Agreement as of a date not less than one year following the date of such notice.
- (b) The termination of the Lease by the City under and in accordance with the provisions of Section 13.01 of the Agreement.
- (c) Written notice from United to the City which may be given at any time after two years following the date hereof in the event that action by the City on Capital Projects included in the Airport Development Plan has not theretofor been undertaken and is not permitted at the time of such notice by virtue of the provisions of Section 9.11 of the Agreement.

4. Abatement of United's Rentals

During the term hereof all rentals and other obligations payable by United under the Lease to the City for the Interim Parking Area shall be ratably abated as follows:

Existing Annual Rental (30.36 acres) less Interim	\$60,720
<u>Parking Area Rental Abatement (8.68 acres)</u>	<u>17,360</u>
Adjusted Annual Rental (21.68 acres)	\$43,360

5. Improvements and Alterations

- (a) City shall be required to make the following modifications and improvements to the Interim Parking Area:
 - (i) Install a six foot chain link fence along the perimeter of the Interim Parking Area as shown on Exhibit A.
 - (ii) Mark, by striping, the access service roads and taxiway limit lines shown on Exhibit A.
 - (iii) Install taxiway cones along the taxiway limit lines at 15 foot intervals.
 - (iv) Install ramp lighting as necessary to provide an adequately secured area.
- (b) City may install such other improvements and alterations as may be necessary or convenient to the use of the Interim Parking Area for the purposes permitted under Section 1 hereof, including commuter passengers and general aviation terminal and service building, automobile parking areas and security lighting and fencing.

6. Maintenance

City has inspected the Site, including the Interim Parking Area, and accepts the Site in its present condition and state of repair. City agrees at City expense to keep and maintain the service roads, taxiways, the Interim Parking Area and all improvements or additions installed by City on the Interim Parking Area in a good, safe condition.

7. Agreement Obligations

Nothing in this use agreement shall be deemed to be a modification of any of the obligations imposed on or accepted by the City under the terms of the Agreement, all of which shall continue unabated in respect of the Interim Parking Area or the Site.

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

[Signature forms omitted for printing purposes]

[Exhibit A printed on page 14304 of this Journal]

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

**Action Deferred – SUBLEASE AGREEMENT AUTHORIZED
BETWEEN MONARCH AIR SERVICES, INCORPORATED
AND NATURAL GAS PIPELINE COMPANY
OF AMERICA.**

The Committee on Aviation submitted a report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, February 26, 1985.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Thomas Kapsalis, Commissioner of the Department of Aviation (which was referred on February 25, 1985) authorizing a sublease agreement between Monarch Air Services, Inc. and Natural Gas Pipeline Company of America, 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.

(Continued on page 14305)



(Continued from page 14303)

Respectfully submitted,
(Signed) FRANK M. DAMATO,
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 Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a consent to the attached sublease agreement between Monarch Air Services, Inc. and Natural Gas Pipeline Company of America, for the sublease of certain premises at Chicago Midway Airport, said sublease agreement to be in the following form.

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

Agreement attached to this ordinance reads as follows:

*Hangar and Hangar Site Sublease at Chicago Midway
Airport.*

This sublease, made and entered into this 29th day of October, 1984, by and between Monarch Air Services, Inc., an Illinois corporation, as sublessor, with offices at 5943 South Central Avenue, Chicago, Illinois 60638 (hereinafter referred to as "Monarch") and Natural Gas Pipeline Company of America, as sublessee, with offices at 55 East Monroe Street, Box 137, Chicago, Illinois 60603, (hereinafter referred to as "Natural").

Witnesseth:

Whereas, on February 15, 1984, an instrument styled "Hangar, Hangar Site and Commercial Aviation Sales and Support Services Agreement at Chicago Midway Airport" (hereinafter referred to as the "Midway Lease") was entered into 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. (hereinafter referred to as "Central"); and

Whereas, on March 31, 1984, by an instrument styled "Assignment and Assumption of Leases" all of the right, title and interest of Central in the Midway Lease was sold, assigned, transferred and delivered to Monarch, which assignment was duly approved by the City Council of the City of Chicago (hereinafter referred to as the "City Council"); and

Whereas, the Midway Lease provides in part that Monarch shall have an option to add to the therein described demised premises an irregularly shaped parcel of land totaling approximately 84,691 square feet, comprising the easterly 93 lineal feet (on east/west axis) of plat S-12 and all of S-13 as outlined in red and designated on Exhibit "A" attached hereto, and by this reference made a part hereof, on Chicago Midway Airport, the City of Chicago, County of Cook and State of Illinois; and which also permits the construction of a new hangar and any hangar support facilities approved by City; and

Whereas, Natural has requested that Monarch exercise the aforesaid option and grant a sublease to Natural on a portion of the premises as shown on Exhibit "A" and thereafter construct at Natural's sole and complete cost and expense, a hangar and hangar support facilities for the storage and maintenance of Natural's aircraft; and

Whereas, Monarch is willing to honor Natural's request.

Now, Therefore, Monarch and Natural agree as follows:

That Monarch, for and in consideration of the terms and conditions hereinafter contained and made on the part of Natural, does hereby grant to Natural for use only by Natural, the privileges hereinafter described on a portion of the 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 Natural and without interference or hindrance by Natural; provided that such further development, improvement, maintenance, modification, or repair is not in conflict with Natural's right to quiet and peaceful possession of the demised premises; and

D. The Midway Lease as the same is and may be applicable to the use and occupancy of the demised premises, leasehold improvements and the other support facilities as herein and therein provided.

Article I -- Transfer and Independence of Sublease.

Natural shall not, without the prior written approval of City and Monarch, transfer this sublease, or any share, part or interest therein, nor any of the rights or privileges granted hereby, which written approval shall not be unreasonably withheld.

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 Natural shall be the joint and several obligation of each such individual or other legal entity.

Article II – Sublease of Premises, Construction of, Title to, and Amortization of Facilities.

Section 2.01. Premises. Monarch for and in consideration of the covenants and agreements herein mentioned to be kept and performed by both parties hereto, does hereby demise to Natural the premises under the Midway Lease, subject to the prior written approval of the City, the City Council and the Commissioner of Aviation, all as shown hatchmarked in red on Exhibit "A", being more particularly described as follows, to-wit:

That part of the South 1/2 of Section 16, Township 38 North, Range 13, East of the Third Principal Meridian bounded and described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of said Section 16; thence north 88 degrees 07 minutes 21 seconds east along the south line of the Southwest 1/4 and along the south line of the Southeast 1/4 of said Section 16, a distance of 4125.50 feet; thence north 1 degree 52 minutes 39 seconds west along a line drawn perpendicularly to the south line of said Southeast 1/4, a distance of 33.00 feet to a point on the north line of West 63rd Street, said point being the beginning of the following described parcel of land; thence north 46 degrees 49 minutes 06 seconds west 396.27 feet to the point of intersection with a line drawn 280.50 feet (as measured perpendicularly) north of and parallel with the north line of West 63rd Street; thence south 88 degrees 07 minutes 21 seconds west along said parallel line 118.97 feet to the point of intersection with a line drawn perpendicularly to the south line of the Southeast 1/4 of said Section 16 at a point on said south line, which is 3726.61 feet (as measured along the south line of the Southeast 1/4 and along the south line of the Southwest 1/4) east of the southwest corner of the Southwest 1/4 of said Section 16; thence south 1 degree 52 minutes 39 seconds east along said perpendicular line, 280.50 feet to the north line of West 63rd Street; thence north 88 degrees 07 minutes 21 seconds east along said north line 398.89 feet to the hereinabove designated point of beginning, in Cook County, Illinois, containing 72,628.9 square feet or 1.6673 acres

(hereinafter referred to as "said demised land")

Monarch agrees that after approval of this Sublease by the City, the City Council and the Commissioner of Aviation, it will immediately exercise the option to acquire the said demised land as provided in Section 2.01(b) of the Midway Lease.

Section 2.02. Construction. Monarch agrees that after exercising the aforesaid option, it will immediately seek the approval of the District Airport Engineer of the Federal Aviation Administration, pursuant to Part 77 of the Federal Aviation Regulations, and the City's Commissioner of Aviation and Commissioner of Public Works of plans and specifications for a hangar and hanger support facilities to be prepared by Paul D. Shaver, Architect, and to be approved by Monarch and Natural, and when such is obtained, Monarch will commence construction of the hangar and hangar support facilities all in accordance with the approved plans and specifications, the terms of a separate agreement executed by Monarch and Natural on even date herewith and with the Midway Lease, as amended, and in particular the provisions of Section 2.02 and 2.03 thereof, a copy of which marked Exhibit "B" is attached hereto and by this reference made a part hereof.

Monarch and Natural agree that if Section 2.02(c) of Exhibit "B" should ever occur, any and all sums paid thereunder to Monarch by City for the hangar and all related facilities being constructed for Natural will be immediately delivered to Natural by Monarch.

Notwithstanding anything hereinbefore or hereinafter contained to the contrary, Natural hereby acknowledges that Monarch has the right under the Midway Lease to use the balance of the property comprising plat S-12 not hereunder subleased to Natural as permitted under the terms of the Midway Lease and as Monarch sees fit, including therein without limitation, use of the same for additional hangar improvements and facilities. Monarch represents to Natural that with respect to any such hangar improvements, it shall require that construction of the same be of comparable quality and that the design and architecture of the same be compatible with the hangar and hangar support facilities herein provided and described in Section 2.02.

Article III – Nature of Tenancy.

Monarch hereby grants to Natural the privilege of using the said demised land and the hangar and hangar support facilities to be constructed by Monarch at Natural's sole and complete cost and expense, for storage and maintenance of Natural's corporate aircraft (the said demised land and the hangar and hangar support facilities to be so constructed are hereinafter referred to as the "demised premises").

In connection therewith Natural is granted the exclusive use of the demised premises subject to the terms and provisions hereof, the Midway Lease and to the rules and regulations promulgated from time to time by City for the foregoing privileges and for the operation of related administrative offices, for loading, unloading of trucks, parking of automobiles of its own or its employees and of others having business with Natural and for no other purpose whatsoever.

Article IV – Terms.

Section 4.01. Initial Term. The initial term of this Sublease will commence on the date on which the Commissioner of Aviation approves in writing Monarch's written request to exercise the option as mentioned aforesaid and will terminate December 31, 2004.

Section 4.02. Five-Year Extension. If Natural shall desire to extend the initial term hereof from January 1, 2005 through December 31, 2009, then Natural shall notify Monarch in writing of its intention to do so no less than one year and no more than two years prior to the expiration of the initial term, and Monarch will then take the necessary steps with City as provided in Section 3.02 and amended Section 3.04 of the Midway Lease to obtain such an extended term. Natural understands that in the event of a request for an extension, the City shall prepare a revised hangar building rental for said demised land and hangar, based on two separate, current, fair-market real estate appraisals commissioned and paid for by the City. Natural shall have 60 days after receipt of notice of City's new rental to Monarch to extend this Sublease.

Section 4.03. Other Terms and Conditions. Except for the changes in rent as herein provided, all other terms and conditions shall remain the same during any extension of this Sublease.

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

Article V -- Rent.

Section 5.01. During the term of this Sublease, including any extensions hereof, as and to the extent herein provided, Natural shall pay to Monarch, monthly, in advance 1/12th of the total of all of the following:

(a) an amount equal to the total annual per square foot cost for the periods stated, as hereinafter provided, for the number of square feet comprising the demised land as hereinbefore provided in Section 2.01 hereof:

From the beginning of the term
of this Sublease through 1987;
provided, however, that for
purposes of this section,
the beginning of the term
hereof shall be deemed the
first day of the second
month prior to the approval
of this Sublease by the City
and the City Council.

\$.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 the years 2003 through 2004

\$.75 per square foot per year

For the extension period, if any

An amount determined as provided under
Section 4.02 hereof.

Notwithstanding the above, in the event application of the provisions of Section 4.05 of the Midway Lease results in the charge by the City to Monarch of annual per square foot costs for the periods stated, higher than those hereinabove recited, then in that event said higher costs shall be used in determining the amount to be paid by Natural to Monarch provided under this subsection; and

(b) an amount equal to two and one half per cent (2.5%) of the aggregate sum of (i) the total of the amount of annual payments made or to be made by Natural to Monarch pursuant to subsections (a) and (c) of this Section 5.01, and (ii) the amount determined as "gross receipts" pursuant to and in accordance with the provisions of Section 17.01 of the Midway Lease; provided, however, that in the event the rates provided under the provisions of Section 4.03 of the Midway Lease are modified by the City during the term

hereof, including any extensions herein provided, then the rate hereinbefore provided in this Subsection (b) shall likewise be modified in the same average proportion as the modification made by the City; and

(c) the annual amount of fifteen thousand dollars (\$15,000).

Any rental or fees payable by Natural hereunder which are not paid within 10 business days after the timely receipt of a notice of non-payment from Monarch shall bear interest at the rate of 10% per year from the due date thereof until paid. Natural shall pay on or before the first day of each month, in advance, to Monarch 1/12th of the annual amount listed 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 pro rata basis according to the number of days of such month involved.

Natural shall pay, in addition to the rent and the other fees, costs and charges, hereinbefore and hereinafter specified, all water rates, utility charges, permit, license and use fees, taxes and assessments, general and special, and all other fees, costs and charges, levied, assessed, or imposed upon, or for the use of the demised premises, or any part thereof, any buildings or improvements at any time situated thereon, for the use of any of the other facilities at or of the said Airport, or those lawfully levied, assessed or imposed upon the leasehold interest created hereby during the term of this Sublease and any extension hereof.

Article VI -- Alteration and Maintenance of Hangar.

Section 6.01. Alteration. Upon completion of the hangar and hangar site improvements, it shall thereafter not be enlarged or otherwise modified without in each case the consent in writing of Monarch, the Commissioner of Aviation and the Commissioner of Public Works first had and obtained, and the other necessary permits received therefor.

Section 6.02. Maintenance and Repair. (a) Natural at its sole cost and expense, shall maintain the demised premises and all leasehold improvements, in good order and repair, with adequate and sufficient security, keeping the same clean, safe, secure, functioning, and sanitary.

(b) Natural, at its sole cost and expense, 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 and improvements to keep such property in good and useable condition.

(c) In the event Natural fails to perform or commence to perform, for a period of 30 days after receipt of written notice from City or Monarch so to do, any obligation required by this Section 6.02 to be performed by Natural, Monarch may enter the premises involved (without such entering causing or constituting a termination of the agreement or an interference with the possession of Natural) and do all things necessary to perform such obligation, charging to Natural the cost and expense thereof and Natural agrees to pay Monarch such charge in addition to any other amounts payable to Monarch hereunder; provided, however, that if Natural's failure to perform any such obligation endangers the safety of the public or of employees of Monarch or City and Monarch so states in its notice to Natural, Monarch may perform such obligation of Natural at any time after the giving of such notice and charge to Natural and Natural shall pay, as aforesaid, the cost and expense

of such performance. Monarch shall not be liable to Natural by reason of any injury or damage to, or interference with Natural's business arising from or connected with any activity or undertaking by City or Monarch required by or permitted under the terms and provisions of this Sublease.

(d) Natural, at its sole cost and expense, shall remove snow from and maintain the cleanliness of all ramps, hangar taxiways, and paved areas on the demised premises.

(e) Natural, at its sole cost and expense, shall keep the demised premises and the building, 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 Natural, provided, however, that Natural may in good faith contest the validity of any lien.

(f) Monarch shall have no obligation nor responsibility whatsoever to repair, maintain or improve the demised premises, the hangar, the other improvements hereinbefore referred to, or any part or portion thereof, nor shall it have any responsibility or obligation to bear or defray the cost thereof.

Article VII -- Obligations of Tenant.

Section 7.01. Compliance with Laws. Natural agrees at its own cost and 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 Natural shall adequately secure and protect Monarch and City from loss, cost, damage, or expense by bond or other means satisfactory to Monarch and City, Natural, at its sole expense and without cost to Monarch or City, shall have the right to contest by proper legal proceedings the validity or applicability to it of any such law, ordinance, rule, regulations, or order, provided such contest shall not subject Monarch's leasehold estate to forfeiture or loss, or result in the suspension of Monarch's use of 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 therefore. Subject to the foregoing, Natural may postpone compliance with any such law, until final determination shall be made adverse to the contentions of Natural, at which time it will promptly comply therewith. Natural shall prosecute all such proceedings with due diligence and dispatch.

Section 7.02. Compliance with Rules and Regulations. Natural 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. The obligation of Natural 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.

Article VIII -- Illumination, Signs, Inspection by City and Monarch.

Section 8.01. Illumination. Natural shall illuminate the apron in front of the hangar and shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the demised premises as may from time to time be required to conform to Federal Aviation Administration standards or to conform to standards prescribed by any other governmental agency having jurisdiction.

Section 8.02. Signs. Natural shall not install, erect or place, or permit others to so do, any illuminated signs, placards, displays or other advertising media on the hangar or elsewhere on Airport, without the prior written consent of the Commissioner of Aviation.

Section 8.03. Inspection of Premises. City and Monarch, their officers, employees, agents, representatives, and contractors shall have after notice to Natural, the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by Natural of its obligations under this Sublease, and for the accomplishment of any set of actions which Monarch or City may be obliged or have the right to do under this agreement or otherwise.

Article IX -- General Rights.

Section 9.01. Common Facilities. Subject to the terms and conditions of the Midway Lease and the rules and regulations of the Airport, Natural 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. Natural shall also have the right of ingress and egress to and from the premises for its employees, customers, suppliers and visitors. The use of any airport roads or public parking lots by Natural employees, customers, and invitees shall be subject to the general rules applicable to similar uses of the airport.

Section 9.02. Quiet Enjoyment. Natural, upon payment of the rents, fees and all other payments and charges to be paid by Natural under the terms of this agreement and upon observing and keeping each of the covenants of this agreement on the part of Natural to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this agreement.

Article X -- Landing Fees.

Section 10.01. Landing Fees. (a) Natural shall pay all the Midway Airport landing fees and other airport fees and charges in effect from time to time directly to the City. Natural will send monthly landing weight reports to the City Comptroller, Room 501, City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602 by the 10th day of the month following for each month or portion thereof, of operations, with a copy to the Commissioner of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602.

(b) For so long as the Midway Airport rules permit, 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.

Article XI -- Equal Opportunity and Non-Discrimination in Use of Premises.

Section 11.01. Equal Opportunity. Natural, 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.

Natural 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 advertising; layoff or termination; rates of pay or other forms of compensation and selection of training, including apprenticeship.

Natural agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Natural 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 Sublease.

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 851-856 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, Natural and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 11.02. 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 Developmental Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Natural, 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 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 Natural shall use the premises in

compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In construing Sections 11.01 and 11.02, the parties agree that Natural 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 Natural. Further, in the event that Natural satisfies any judgment rendered against it which may constitute a violation of Sections 11.01 or 11.02, such satisfaction shall serve to cure any violation of Sections 11.01 and 11.02 which may be deemed an event of default pursuant to the terms of this agreement.

Section 11.03. Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

Article XII -- Indemnity.

Natural shall and does hereby indemnify, defend, and hold harmless the City and Monarch, their respective 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 or Monarch, their officers, agents and employees, arising out of the use or occupancy of the premises by Natural or others with its consent or out of any acts or omissions of Natural, 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 or Monarch shall give prompt written notice of the same to Natural and, if requested, Natural shall, at its sole cost and expense, attend to the defense of the same. The City or Monarch shall not take any action, including settlement or compromise, which may in any manner adversely affect Natural's ability to defend against any such claim or action, and if the City or Monarch desire to defend themselves without waiving its rights under the foregoing indemnity they shall do so at their own expense and Natural shall be allowed to participate, at its expense, in the defense.

Article XIII -- Insurance.

Section 13.01. Coverages. Natural, at the expense of Natural, shall keep in force, during the term of this agreement or as otherwise herein specifically provided, insurance and bonds, of the following types and in not less than the following amounts, in connection with Natural's use and occupancy of the Airport, the demised premises, 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 XII 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 Natural's name with limits of liability for bodily injury and property damage of not less than \$5,000,000 per occurrence and a construction performance, payment and completion bond of not less than \$2,300,000.

Section 13.02. General. All insurance policies which Natural 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 name City and Monarch as additional insured thereunder. If the Comptroller or Monarch reasonably objects to any insurance company from whom Natural has obtained or proposes to obtain any such policy, on grounds of the questionable stability or financial resources of such company, Natural 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 or Monarch. Any insurance which Natural is required to maintain under the terms of this Sublease may be effected by blanket policies of insurance covering other companies affiliated with Natural and risks at other airports. Natural shall deliver a certified copy of each such policy, or a certificate or certificates evidencing the existence thereof, or binders, to the Comptroller and Monarch within 10 days after the effective date of this Sublease. 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 and Monarch. A renewal policy or certificate shall be delivered to the Comptroller and Monarch 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, Natural is not to commence to exercise any of the rights and privileges granted under this Sublease until such time as all insurance directed and required to be furnished by Natural is in full force and effect.

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

Article XIV -- Damage to or Destruction of Premises.

- (a) If at any time during the term of this Sublease 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 Sublease should have been payable, Natural 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 Natural and approved by the Commissioner of Aviation and Monarch, (except for emergency repairs) which shall be submitted to and receive the approval of the Commissioner of Aviation, the Commissioner of Public Works and Monarch prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Natural of insurance recovered on account of such damage or destruction, Natural 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, the Commissioner of Aviation and Monarch.

(b) In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation and Monarch 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, Natural, at its option, may upon written notice to City and to Monarch terminate its tenancy under this Sublease. In such case the insurance proceeds shall be paid to the City or Monarch as their respective interests may appear. Natural, at its expense, upon notice to do so by City and Monarch, shall demolish the remaining improvements and clear the debris. If Natural 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 propose.

(c) Except in the case provided in the foregoing paragraph, in which Natural 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 Natural for all expenses incurred in connection with the adjustment or collection of such loss.
- (2) To pay or reimburse Natural 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 Natural 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, Natural shall pay to City or Monarch as their respective interests may appear, 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 Sublease, and the balance of any such remaining proceeds shall be retained by Natural.

Article XV -- Abatement of Rent.

Section 15.01. Closing of Airport. If during any period of time or times during the term of this Sublease 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, Natural shall not be liable for the rent provided for in Section 5.01(a) allocable for such period or periods.

Section 15.02. Casualty Rendering Premises Unusable. If as a result of fire or any other casualty, not caused by the fault of Natural, or of a temporary taking by any lawful authority the premises or a portion thereof are rendered unusable by Natural, Natural shall during the period of such unusableness 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 Natural as compared with the entire premises. The parties agree that the final determination of unusableness, the term thereof, and the amount and degree of rent abatement shall be subject to agreement by and among Monarch, Natural and City; provided, however, that the foregoing abatement provision shall not under any circumstances result in any abatement or reduction of the annual amount provided under Section 5.01(c) of Article V hereof.

Article XVI – Termination.

Section 16.01. By Monarch. (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, Monarch shall have the right to terminate this Sublease or to terminate Natural's tenancy hereunder.

- (i) Natural shall fail to pay the rent and the other fees and charges covered under this Sublease in the amounts and at the times and in the manner herein provided and such failure shall continue 10 or more days after receipt of written notice by Natural thereof;
- (ii) Natural shall abandon or vacate the premises or shall permit the same to remain vacant or unoccupied without the consent of Monarch first had and obtained;
- (iii) Natural 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 (5) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law, or (6) if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Natural bankrupt or insolvent or approving a petition seeking reorganization by Natural 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) Natural shall fail to observe its obligations under this Sublease and such failure shall continue for 25 days after receipt of a written notice of such default from Monarch, or if such failure cannot be cured within 25 days through no fault of Natural, Natural shall have such further time as is reasonably necessary to cure.

(a) Monarch may give to Natural written notice of its intention to terminate this Sublease (hereinafter referred to as the "termination notice") on a date specified not less than 5 days after the delivery of such notice. If Natural shall not commence to cure or remedy the default prior to the date of termination specified in the termination notice, Natural'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 16.01, and whether or not Monarch exercises its rights to re-enter granted therein, all the obligations of Natural under this Sublease shall survive and shall remain in full force and effect for the full term of this Sublease, excluding extensions thereof that have not at the time of termination become fixed, and Natural shall be liable for the same amount of damages to Monarch as if this Sublease had not terminated. Monarch 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) Monarch 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 thereof together with other space, and for a period of time the same as or different from those set forth in this agreement. Monarch 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 Natural hereunder. In the event either of any reletting or any actual use and occupancy by Monarch (the mere right to use and occupy not being sufficient however), there shall be credited to the account of Natural against its obligations which have survived hereunder any net amount remaining after deduction from the amount actually received from any subleasee, 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 Sublease, or from the market value of the occupancy of such portion of the premises as Monarch may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by Monarch 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 Monarch, whether in a single instance or repeatedly, after its falls due, or after knowledge or any breach hereof by Natural, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Monarch's right to act or of any other right hereby given to Monarch, or as an election not to proceed under the provisions of this Sublease.

Section 16.02. By Natural. (a) Natural may terminate this Sublease 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 Natural 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) Monarch 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 Natural.

(b) If Natural desires to terminate this Sublease 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 Monarch a written notice of termination specifying a date of termination not less than 5 days after the delivery of such notice of termination. Natural's obligations under this agreement shall cease upon such termination date, unless the event is one described in (a)(ii) of this section and Monarch cures such default prior to such termination date. No such termination shall relieve Monarch of its obligations under this Sublease nor affect the liability of Monarch to Natural for any breach of this agreement.

Section 16.03. Both, Monarch and Natural. In the event that a United States governmental agency shall take over the demised premises or shall take over other facilities at the Airport with the result that City no longer operates and controls the Airport, then and in that event, Monarch and Natural shall be released and discharged from any and all liability hereunder and this Sublease shall terminate.

Monarch or Natural may, if either so elects, pursue any other remedy provided by law for the breach of this Sublease or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to Monarch or Natural 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 XVII -- Surrender of Possession and Removal of Property.

Section 17.01. Surrender of Premises. Upon termination of this Sublease for any reason, Natural shall surrender the premises in good condition and repair, except for reasonable wear and tear and matters which are the responsibility of Monarch.

Section 17.02. Removal of Property. Natural shall be entitled during the term of this Sublease 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 Monarch may have thereon for unpaid rent or other amounts payable by Natural to Monarch hereunder, and provided that Natural shall repair all damage resulting from such removal.

Article XVIII -- Force Majeure.

Neither Monarch nor Natural shall be deemed in violation of this Sublease 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 XIX -- Miscellaneous.

Section 19.01. Assignment and Sublease. (a) Natural shall not, without the prior written consent of the City Council and Monarch, (i) assign or convey this agreement or any interest hereunder; (ii) suffer to occur or permit to exist any assignment of this Sublease, or any mechanics lien upon Natural's interest, involuntarily or by operation of law; or (iii) sublet the demised premises or any portion thereof, hangar complex, the office space or the combined hangar and office in the hangar building. Any such action on the part of Natural shall be void and of no effect. City's and Monarch's consent to any assignment, subletting, or transfer or City's and Monarch'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 Natural from any covenant or obligation under this Sublease unless City and Monarch agree to such release. City's and Monarch's consent to any assignment, subletting or transfer shall not constitute a waiver of City's and Monarch's right to withhold its consent to any future assignment, subletting or transfer.

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

Section 19.02. 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 Natural:

Vice President, Transmission
Natural Gas Pipeline Company of America
55 East Monroe Street
Box 137
Lombard, IL 60603

To Monarch:

President
Monarch Air Services, Inc.
5943 South Central Avenue
Chicago, Illinois 60638

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 19.03. 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.

Section 19.04. 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.

Section 19.05. 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 19.06. 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 Sublease shall be construed to be a waiver of any other obligation or subsequent default by such other party.

Section 19.07. Severability. 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 19.08. 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 Sublease.

Section 19.09. 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 19.10. 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 19.11. Counterparts. This Sublease may be executed in several counterparts each of which shall be deemed an original.

Section 19.12. Successors and Assigns. Subject to the terms and conditions of Article I hereof, the provisions of this Sublease shall bind and inure to the benefit of the successors and assigns of the parties hereto, and all of the parties 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 Monarch or Natural.

Section 19.13. It is understood that wherever herein the word "premises" is used, it shall be deemed to mean and refer to the "demised premises".

In Witness Whereof, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

Consent to Sublease.

The undersigned hereby consents to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

[Signature forms omitted for printing purposes.]

[Exhibits attached to the Sublease Agreement are printed on pages 14323 thru 14378 of this Journal.]

**COMMITTEE ON CULTURAL DEVELOPMENT AND
HISTORICAL LANDMARK PRESERVATION.**

Placed on File -- REPORT BY CHAIRMAN CONCERNING LACK
OF QUORUM.

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, February 27, 1985.

To the President and Members of the City Council:

Pursuant to Rule 39 of the City Council Rules of Order, I submit the following committee report:

The Committee on Cultural Development and Historical Landmark Preservation called for a meeting on February 22, 1985. The committee found itself unable to proceed with the business before it because of the lack of a quorum.

Members Present

Alderman McLaughlin
Alderman Humes
Alderman Marzullo

Members Not Present

Alderman Laurino
Alderman Rush
Alderman Sheahan
Alderman W. Davis
Alderman Henry
Alderman Orbach
Alderman Banks
Alderman Oberman

Respectfully submitted,
(Signed) GERALD M. McLAUGHLIN,
Chairman.

(Continued on page 14379)

Natural Gas Pipeline Company of America

Voting Shares Outstanding

Common Stock	21,303,815*
Preferred Stock	<u>882,752**</u>
	22,186,567

*All common stock held by
MidCon Corp.
701 East 22nd Street
Lombard, Illinois 60148
(96%)

**List attached (4%)

CERTIFICATION

THE UNDERSIGNED HARRIS TRUST AND SAVINGS BANK, CHICAGO, TRANSFER AGENT
FOR THE ALL PREFERRED
STOCK OF NATURAL GAS PIPELINE
HEREBY CERTIFIES THAT THE FOLLOWING LIST CONSISTING OF 34 PAGES CONTAINS
THE NAMES AND ADDRESSES OF THE HOLDERS OF SAID STOCK TOGETHER WITH THE NUMBER
OF SHARES HELD BY EACH AS SHOWN BY THE RECORDS OF THE TRANSFER AGENT AT THE
CLOSE OF BUSINESS ON THE 7 DAY OF DECEMBER, 19 84.

HARRIS TRUST AND SAVINGS BANK

By



AUTHORIZED SIGNATURE

Date DECEMBER 10, 1984

X-5811 (N-11-73)

2/27/85

REPORTS OF COMMITTEES

14325

APP. HST REPORT NO. HP455
COMPANY NUMBER NG

NATURAL GAS PIPELINE CO
HOLDER LIST (SINGLE)

CUSIP 63886210 ISSUE DESC: 4.60%

HOLDER NO-
TAX ID NUMB

-----NAME AND ADDRESS-----

HOLDER NO-
TAX ID NUMB

-----NAME AND ADDRESS-----

NOR7000000

THE NORTHWESTERN MUTUAL

01/18/82

24,800

LIFE INSURANCE CO
ATTN SECURITIES DEPT
720 E WISCONSIN AV
MILWAUKEE

WI 53202

-PP. HST REPORT NO. HP455 COMPANY NUMBER NG		NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)		HOLDER NO- TAX ID NUMB		HOLDERS/PRINCIPAL- SHARES/PRINCIPAL-		NAME AND ADDRESS-----		SHARES/PRINCIPAL-	
CUSIP 63886220 ISSUE DESC: 4.65%											
ACA1800000	ACACIA MUTUAL LIFE INSURANCE COMPANY ATTN ROBERT H GORE ASST TREAS 51 LOUISIANA AV N W WASHINGTON DC 20001	0344%	7.683	AME26150000	AMERICAN FOUNDATION LIFE INSURANCE COMPANY FOURTH & RINGO ST LITTLE ROCK AR 72203	0018%	400				
AME2675000	AMERICAN MUTUAL LIFE INSURANCE COMPANY ATTN WILLIAM R ENGEL V P FINANCE LIBERTY BUILDING DES MOINES IA 50309	0014%	307	AME26900000	AMERICAN SECURITY INSURANCE COMPANY ATTN ZELDA SYKES BOX 50355 ATLANTA GA 30302	0032%	700				
FRA6250000	THE FRANKLIN LIFE INSURANCE CO ATTN INVESTMENT DEPT FRANKLIN SQUARE SPRINGFIELD IL 62713	0169%	3.750	JEF31500000	JEFFERSON STANDARD LIFE INSURANCE COMPANY C/O SECURITIES SERVICE DIV P O BOX 21008 GREENSBORO NC 27420	0056%	1.250				
LAM11000000	LAMAR LIFE INSURANCE COMPANY ATTN MICHAEL T MC REE VP & TREAS P O BOX 880 JACKSON MS 39205	0011%	249	MES91760000	RUTH M MESLER 235 WEST 62ND TERRACE KANSAS CITY MO 64113	0005%	100				
PEN61000000	THE PENN MUTUAL LIFE INSURANCE COMPANY ATTN SECURITIES DEPT INDEPENDENCE SQUARE PHILADELPHIA PA 19172	0514%	11.408	PIL68500000	PILOT LIFE INSURANCE COMPANY ATTN SECURITIES ADMIN DEPT P O BOX 20727 GREENSBORO NC 27420	0023%	500				
STA84000000	STANDARD LIFE INSURANCE COMPANY OF INDIANA C/O INVESTMENT DEPT BOX 7000 INDIANAPOLIS IN 46207	0005%	100	ZZZ222250000	EMP & CO C/O HARRIS TRUST & SVGS BANK TRUST DEPT P O BOX 2627 CHICAGO IL 60690	0045%	999				
ZZZ233000000	HOW & COMPANY C/O NORTHERN TRUST COMPANY P O BOX 92303 CHICAGO IL 60675	0197%	4.375	ZZZ539500000	MORRIS & CO C/O FIRST NATL BK OF CHICAGO TRUST DEPT - 0114 ONE FIRST NATL PLZ CHICAGO IL 60670	0054%	1.200				

2/27/85

REPORTS OF COMMITTEES

14327

APP. HST REPORT NO. HP455 NATURAL GAS PIPELINE CO
COMPANY NUMBER NO HOLDER LIST (SINGLE)

CUSTP 6386220 ISSUE DESC: 4.65%

HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----
ZZ28040000	SIGLER & CO C/O MANUFACTURERS HANOVER TRUST COMPANY TRUST COLLECTION P O BOX 1765 NEW YORK	.0175%	3.877	WNIC & CO C/O STATE NATL BANK TRUST DEPT BOX 1670 EVANSTON	.0028% 627
					IL 60204

APP. HST COMPANY NUMBER NG	REPORT NO. HP455	NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS-----	SHARES/PRINCIPAL- -----	SHARES/PRINCIPAL- -----
CUSIP 63866230	ISSUE DESC: 7 10X					
AME2700000	AMERICAN TRUST LIFE INS CO 5520 LBJ FWY - STE 445 DALLAS TX 75240	275	ARM1652000	GLENN E ARMBRUSTER & NELLIE E ARMBRUSTER JT TEN 10516 MISSION LN SUN CITY AZ 85351	.0002%	.0002%
ARM6300000	RUTH ARNOLD 210 W 29TH TORRINGTON WY 82240	100	ATH2450000	MARY R ATHERTON 1201 GONZALES CT SANTA FE NM 87501	.0002%	.0002%
BAC5500000	ZOLA B BACKUS 1000 W ROOSEVELT - APT 5 HARVARD IL 60033	50	BAR7740000	GLADYS S BARRETT 75 B OLD LYNE DR - APT 2 WILLIAMSVILLE NY 14221	.0002%	.0002%
BENB120000	CHARLES J BENSON 1366 E MADISON PARK CHICAGO IL 60618	5	BER6252000	DAVID BERNER & FAYE BERNER JT TEN 2069 85TH ST BROOKLYN NY 11214	.00005%	.00005%
BJ07752000	JOHN R BJORKMAN & MARIE BJORKMAN SMITH JT TEN 1311 PARKVIEW AV ROCKFORD IL 61107	250	BLU5652000	JULIUS A BLUM & PAULINE V BLUM JT TEN 11922 E MAPLE AVE AURORA CO 80012	.00005%	.00005%
CHR4100000	CHRISTIAN BUEHLER MEMORIAL P O BOX 418 PEORIA IL 61651	500	CHR4202000	HEDWIG M CHRISTOPHER & LOUISE G CHRISTOPHER JT TEN 1025 S FERNANDEZ - APT 4K ARLINGTON HEIGHTS IL 60008	.0002%	.0002%
CLO9600000	RICHARD W CLOVES 175 BRIARWOOD DR GRANVILLE OH 43023	100	CUL5252000	LAWRENCE A CULLEN & MARGARET M CULLEN JT TEN 1233 ADIRONACK DR NORTHBROOK IL 60062	.00009%	.00009%
EGG5220000	ENES E EGGLESTON 309 PALMETTO LN LARGO FL 33540	50	EME5222010	DONALD J EMELANDER R #3 BOX 454-77 WILDWOOD FL 32785	.0002%	.0002%
EME5256000	MILDRED EMELANDER 3165 BEECHNUT LANE HUDSONVILLE MI 49428	35	ESM6800000	RUTH M ESMOND 1755 VAN NESS AV SAN FRANCISCO CA 94109	.00009%	.00009%
ESS4018000	BARBARA ESSIG R R #5 WALNUT HILLS 12 ELKHORN WI 53121	25	EST2400000	ALEXANDER FRANK ESTES & BETTY G ESTES JT TEN BOX 1845 TAMPA FL 33601	.00005%	.00005%

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APP. HIST REPORT NO. HP455		NATURAL GAS PIPELINE CO		HOLDER LIST (SINGLE)	
COMPANY NUMBER NG		CUSIP 63886230 ISSUE DESC: 7 10X			
HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-SHARES/PRINCIPAL-	HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-SHARES/PRINCIPAL-
EYC4850000	JOHN W TEN EYCK 1010 BREWLEY LANE VISTA CA 92083	.0001 %	27	FER7750000	JAMES F FERRILL 5006 COUNTRY CLUB LITTLE ROCK AR 72207
FER7840000	FERRIS COFFEE & NUT CO PROFIT SHARING & RETIREMENT PLAN UA DTD 2 5 69 851 W FULTON GRAND RAPIDS MI 49504	.0002 %	40	FIS1850000	JOSEPH A FISCHER RT 1 BOX 163C MOUNT DORA FL 32757
FIS1880000	MARGARET FISCHER RT 1 BOX 163C MOUNT DORA FL 32757	.0002 %	50	FRA6250000	THE FRANKLIN LIFE INSURANCE CO, OF NY ATTN INVESTMENT DEPT FRANKLIN SQUARE SPRINGFIELD IL 62713
FRA6450000	MARY L FRANTA 2234 S CLARENCE BERWYN IL 60402	.00005 %	10	GAT2700000	JENNIE C GATES 3565 CURTISS AVE BOX 146 RANSOMVILLE NY 14131
GER1300000	GERBER MEMORIAL HOSPITAL 212 S SULLIVAN STREET FREMONT MI 49412	.0001 %	25	GOL3350000	BEULA F GOLDMAN 5925 N CENTRAL PARK CHICAGO IL 60659
GOR3732000	FREDERICK A GORHAM III TR UA JUN 10 70 FREDERICK A GORHAM TRUST 402 CREST RIDGE KERRVILLE TX 78028	.0001 %	32	HAN5302000	WILFRED T HANLON & SHARON L SULLIVAN JT TEN FRANKLIN TERRACE APT #25 26962 FRANKLIN RD SOUTHFIELD MI 48034
HAR8752000	CHESTER J HARTSELL & FLORENCE L HARTSELL JT TEN 247 W LAKE DR CADILLAC MI 49601	.0002 %	50	HIN3450000	HINGISS INC 514 SIXTH ST KIEL WI 53042
JOH5502000	ANNA S JOHNSON & BIRGIT G LONERGAN JT TEN P O BOX 31183 ST LOUIS MO 63131	.0002 %	50	LAN2130000	LORRAINE M LANDINI 729 E 157TH STREET SOUTH HOLLAND IL 60473
LAN8702000	FRANK E LANTERMAN & MARGARET J LANTERMAN JT TEN 4916 N MOBILE AV CHICAGO IL 60630	.00005 %	10	LEW4300000	MINNIE J LEWIS 225 GAMBLE AV COLUMBUS JUNCTION IA 52738

APP. HST REPORT NO. HP455 NATURAL GAS PIPELINE CO
 COMPANY NUMBER NG HOLDER LIST (SINGLE)

CUSIP 63886230 ISSUE DESC: 7 10%

HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----
LIC3800000	LICHTMAN REALTY CO 6230 3RD ST WASHINGTON DC 20011	.0005 %	100	100
MAC2150000	MARY K MAC DONALD LAKE HOUSE SOUTH - APT 11H 875 E CAMINO REAL BDCA RATON FL 33432	.0005 %	100	100
MAR1810000	E J MARCHEN 5220 BRITTANY DR S - APT #120 ST PETERSBURG FL 33715	.0002 %	50	50
MART0020000	LEONARD W MARTIN & CATHERINE N MARTIN JT TEN 31103 CLAREWOOD DR BAY VILLAGE OH 44140	.0001 %	30	30
MAT3705000	KENNETH L MATHERS RT 3 BOX 217 MOMENCE IL 60854	.0002 %	5	5
MLN1286000	MARY JANE MLNARIK CUST THOMAS PAUL MLNARIK UNIF GIFT MIN ACT MI 521 CHIPPEWA DR FREMONT MI 49412	.00002 %	5	5
NAT4160000	NATIONAL TRAVELERS LIFE COMPANY C/O INVESTMENT DEPARTMENT 820 KEOSAUQUA WAY DES MOINES IA 50308	.0001 %	500	500
OCA6520000	DOROTHY G O'CALLAHAN TR UA 7 20 73 DOROTHY M GAUGHAN 100 AVILA RD SAN MATEO CA 94402	.0001 %	30	30
RAF1000000	FRANCES RAFAEL 1160 BOWER HILL RD PITTSBURGH PA 15243	.0005 %	100	100
LOC1200000	LOCAL UNION 124 IBEW UA DTD 1 7 65 PENSION TRUST FUND 7920 WARD PARKWAY KANSAS CITY MO 64114	.0004 %	900	900
MAL6800000	ESTELLE MALONEY 3837 W MONTROSE AVE CHICAGO IL 60618	.00002 %	5	5
MAR6970000	JOHN L MARTIN 1372 W GREENLEAF CHICAGO IL 60626	.00005 %	10	10
MAR7460000	THOMAS E MARTIN 31103 CLAREWOOD DR BAY VILLAGE OH 44140	.00005 %	10	10
MIL3000000	C THOMAS MILLER 3945 WEST STRATFORD ROAD PELICAN DUNES VIRGINIA BEACH VA 23455	.0003 %	60	60
MOD2700000	MODERN AMERICAN LIFE INSURANCE ATTN DALE JOHNSON 7887 E BELLVIEW AVE ENGLEWOOD CO 80111	.0027 %	800	800
NOR6000000	LESLIE O NORQUIST 523 LANE ST CLAY CENTER KS 67432	.0002 %	50	50
OPP6750000	OPPORTUNITY PUBLISHING CO 175 E DELAWARE - #5917 CHICAGO IL 60611	.0023 %	500	500
REE2000000	REED BROTHERS TAPLEY & GEIGER 3050 BROOKDALE RD STUDIO CITY CA 91604	.0005 %	100	100

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CUSIP 63886230	ISSUE DESC: 7 10%		
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	HOLDER NO- TAX ID NUMB
RIC3650000	JOHN R RICHARDSON 1850 LAKE ROCKAWAY RD N W CONVERS GA 30207	.0002%	50
SAM7100000	MARTHA B SAMPLE BDX 575 KAHULU MAUI HI 96732	.00002%	5
SCH1700000	HELEN SCHENOLD 5444 S SEELEY CHICAGO IL 60609	.0011%	250
SCH9000000	FLORENCE B SCHULTZ P O BOX 594 SCOTTSDALE AZ 85252	.0005%	100
SHA7780000	JOHN P SHARKEY & FRANCES H SHARKEY JT TEN 629 S WENDONAH AV OAK PARK IL 60304	.00005%	10
SHO1970000	MILTON H SHOCHE 4925 E WINCHCOMB DR SCOTTSDALE AZ 85254	.0002%	34
STE7602000	WILLARD W STEVENS & ZOLA N STEVENS JT TEN 2400 SO FINLEY RD APT 136 LOMBARD IL 60148	.0001%	30
TAN6250000	MARY M TANNEY 67 MAXWELL RD NEWTONVILLE NY 12128	.00005%	10
THO1502000	FRANK THOMAS & MARJORIE THOMAS JT TEN 8001 E BROADWAY - #7083 MESA AZ 85208	.0002%	50
TRI1800000	TRI-CHEM INC 1 CAPE MAY ST HARRISON NJ 07029	.0014%	300
NAME AND ADDRESS	SHARES/PRINCIPAL	HOLDER NO- TAX ID NUMB	
MAE M ROTA 212 HICKORY AV BERGENFIELD NJ 07621	.0009%	200	
FRANKLIN A SANFORD & CORINNE E SANFORD JT TEN 945 S CLOVIS - APT D FRESNO CA 93727	.0001%	25	
JESSIE R SCHOEN 395 SOMERSET RD - APT A OAKLAND CA 94611	.0005%	100	
SECURITY ASSURANCE COMPANY 105 S 17TH ST OMAHA NE 68102	.0045%	1,000	
DORA F SHOCHE 2729 W SUMMERDALE CHICAGO IL 60625	.0001%	33	
VIOLA H SPOTSWOOD 2303 ADDISON ST CHICAGO IL 60618	.0002%	50	
HENRY SZANKIEWICZ & EMMA SZANKIEWICZ JT TEN 2332 W ORANGE BLVD MISSIMEE FL 32741	.0005%	100	
ROY H THIES 913 S ST MARYS SIOUX CITY IA 51106	.00009%	20	
MARCELLA TOZER 715 SARAH DRIVE DECATUR IL 62526	.00002%	5	
TRUSTEES FOR THE CITY OF HAZEL PARK EMPLOYEES RETIREMENT SYSTEM ATTN RAY LTNLY 111 E NINE MILE RD HAZEL PARK MI 48030	.0005%	100	

APP. HST COMPANY NUMBER NG	REPORT NO. HP495	NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	NAME AND ADDRESS	SHARES/PRINCIPAL
CUSIP 63886230	ISSUE DESC: 7 10%						
UWG2652000	ALBERT J UNGER JR & PAULINE A UNGER JT TEN 1870 MAYFAIR WESTCHESTER IL 60153	50	WAD2852000	KURT WADEWITZ & MARIA WADEWITZ JT TEN 130 PROSPECT RD LANTANA FL 33462	.0002%	.00005%	10
WAI8202000	ALBERT W WAISHWELL & MARY V WAISHWELL JT TEN 104 S EDWARD MOUNT PROSEPT IL 60058	50	WES8500000	WESTERN FARM BUREAU LIFE INSURANCE CO INVESTMENT ACCOUNT P O BOX 5684 DENVER CO 80217	.0002%	.0023%	500
WES8750000	WESTERN NATIONAL LIFE INSURANCE COMPANY ATTN INVESTMENT P O BOX 2754 AMARILLO TX 79105	1,500	WIS1850000	WISCONSIN ALUMINUM CORP 1555 N MAYFAIR RD MILWAUKEE WI 53226	.0068%	.0004%	80
WRD1425000	FRANCES WRABEL 5627 N FARVIEW AVE CHICAGO IL 60631	50	ZAR1330000	EDWARD ZARAZINSKI 1309 EDGAR AV MATTSON IL 61938	.0002%	.0001%	25
ZEE8600000	ZEETEC INC C/O MANUFACTURERS HANDOVER TRUST ACCT #15-O-27716 131 E 23RD ST NEW YORK NY 10010	100	ZOE5301000	LORETTA T ZOELLE & LOUIS J ZOELLE JT TEN 6235 W WARWICK AV CHICAGO IL 60634	.0005%	.0001%	25
ZZZ0532000	BMAP & CO C/O TRUST DIVISION FIRST NATIONAL BANK OF KANSAS CITY 14 WEST 10TH STREET KANSAS CITY MO 64141	2,500	ZZZ1360000	CEDE & CO BOX #20 BOWLING GREEN STA NEW YORK NY 10004	.0113%	.3239%	71,853
ZZZ1620000	CONT & CO C/O MANUFACTURERS HANDOVER TRUST COMPANY TRUST COLLECTION P O BOX 1765 CHURCH ST STA NEW YORK NY 10008	400	ZZZ2456000	FIREFUND & CO C/O WELLS FARGO BANK N A TRUST DEPT P O BOX 44042 SAN FRANCISCO CA 94144	.0018%	.0451%	10,000
ZZZ4287000	KRAY & CO 120 S LA SALLE ST CHICAGO IL 60603	15,152	ZZZ6467000	PACIFIC & CO P O BOX 7877 SAN FRANCISCO CA 94120	.0683%	.0006%	130

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APP. HST COMPANY NUMBER NO	REPORT NO. HP455	NATURAL GAS PIPELINE CO	HOLDER LIST (SINGLE)	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	NAME AND ADDRESS	SHARES/PRINCIPAL
CUSIP 63886230	ISSUE DESC: 7 10X							
2226640000	PHILADEP & CO P O BOX 70479 CHICAGO	IL 60673	20	0001%	L F ROTHSCHILD UNTERBERG TOWBIN INC 55 WATER ST NEW YORK	NY 10041	100	0005%
2228040000	SIGLER & CO C/O MANUFACTURERS HANDOVER TRUST COMPANY TRUST COLLECTION P O BOX 1765 NEW YORK	NY 10015	500	0023%	TELEMEDIA INC 310 S MICHIGAN AV CHICAGO	IL 60604	1,500	0068%
2229530000	WESTERN SURETY COMPANY C/O NORTHERN TRUST CO TRUST DEPT 50 S LA SALLE CHICAGO	IL 60675	1,600	0072%				

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CUSIP 63886235 ISSUE DESC: 7.45X			DATE 12/07/84		
HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----
COL9000000	COLUMBIA BANKING SAVING & LOAN ASSOCIATION 31 E MAIN ST ROCHESTER NY 14614	.0017 % 384	01M2400000	THE DIME SAVINGS BANK OF NEW YORK 589 FIFTH AV NEW YORK NY 10017	.0386 % 8.572
MIN5720000	MINNESOTA MINING & MANUFACTURING COMPANY C/O TREASURES OFFICE 3 M CENTER ST PAUL MN 55101	.0474 % 21,620	ONE6600000	ONEONTA SAVINGS & LOAN ASSOCIATION CHESTNUT & WALL STS ONEONTA NY 13820	.0077 % 1.714
SEC6600000	SECOND GREYHOUND LEASING COMPANY GREYHOUND TOWER STATION 3308 ATTN MICHAEL J STORM PHOENIX AZ 85077	.0599 % 13,280	ZZB5760000	PEPSI COLA MANUFACTURING CO INC G P O BOX 3148 SAN JUAN PR 00936	.0466 % 21,428
ZZ21430000	CHASAVCO C/O CHASE MANHATTAN BANK CUSTOMIZED DEPT 1 CMP NEW YORK NY 10015	.0097 % 2,144	ZZ21545000	CNOB & CO ATTN TED LEHNKUHL 510 LOCUST ST ST LOUIS MO 63101	.0058 % 1,285
ZZ23987000	INCE & CO C/O MORGAN GUARANTY TRUST CO OF NEW YORK P O BOX 1479 CHURCH ST STA NEW YORK NY 10008	.0386 % 8,572	ZZ24060000	JENNIFER & CO INC C/O MANUFACTURERS HANDOVER TRUST CO 350 PAK AV NEW YORK NY 10022	.0418 % 9,266
ZZ28491000	SWEET & CO C/O PURE & CO CONNECTICUT NATIONAL BANK 777 MAIN STREET HARTFORD CT 06115	.1044 % 23,164	ZZ28712000	THON & COMPANY P O BOX 896 BALTIMORE MD 21203	.0193 % 4,285
ZZ28900000	VOGT & CO C/O FIDUCIARY TRUST CO OF NY ATTN JERRY COLLINS P O BOX 3199 CHURCH ST STA NEW YORK NY 10048	.0008 % 18	ZZ29000000	VOGT & CO C/O FIDUCIARY TRUST CO OF NY PO BOX 3199 CHURCH ST STA NEW YORK NY 10008	.0599 % 12,840

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APP. HST COMPANY NUMBER	REPORT NO. HP455	NATURAL GAS PIPELINE CO HOLDERS LIST (SINGLE)	FREQ. REQUEST DATE 12/07/84	PAGE 1
CUSIP 63886240	ISSUE OFSC: 5 1/4 %			
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	NAME AND ADDRESS	SHARES/PRINCIPAL
BAE7620000	DAVID C BAER 328 THORNELL RD PITTSFORD NY 14534	5	JOHN W BAER 3126 RANLEIGH CT SAN DIEGO CA 92110	5
DAU9660000	MARY JANE DAUWALTER TR UA AUG 20 84 THE MARY JANE DAUWALTER TRUST 5130 LA JOLLA BLVD SAN DIEGO CA 92109	75	FAMILY SECURITY INSURANCE COMPANY OF AMERICA P O BOX 2918 FORT WORTH TX 76113	200
FIR8350000	THE FIRST CATHOLIC SLOVAK LADIES UNION OF THE UNITED STATES OF AMERICA 24950 CHAGRIN BLVD CLEVELAND OH 44122	50	CATHARINE FISHER 1300 N E 16TH AV PORTLAND OR 97232	50
GR1350000	WALTER GRIGER JR 137 ROCHELLE AV PHILADELPHIA PA 19128	5	JANE B HADLOW 5345 SUMMIT AV LOWVILLE NY 13367	5
IVE7715000	BIRGIT O IVERSEN & FLORENCE E ISCHKUM JT TEN 10025 W HIGGINS - APT 1B ROSEMONT IL 60018	30	ELIZABETH C LEE 1019 DELAWARE ST - APT 3 ANDERSDN IN 46016	50
LDE8200000	LOUISE LDESER 5630 N SHERIDAN RD CHICAGO IL 60660	50	HELEN M MANJON 218 MONARCH CT SANTA RDSA CA 95401	20
MEY2550000	MADELINE MEYER 5701 N SHERIDAN RD - APT 29-0 CHICAGO IL 60660	50	NATIONAL FRATERNAL SOCIETY OF THE DEAF 1300 W NORTHWEST HWY MOUNT PROSPECT IL 60056	300
PAR4800000	CHARLEY C PARKER & MARION E PARKER JT TEN 6707 MARNAY CIR TAMPA FL 33615	20	PIONEER NATIONAL LIFE INS CO 9401 INDIAN CREEK PKWY STE 180 OVERLAND PARK KS 66210	100
SEE5300000	SEELMANN CO 330 W DIVERSEY PKY - APT 703 CHICAGO IL 60657	100	GERTRUDE NELSON SPRY 275 28TH STREET - APT 1026 OAKLAND CA 94611	10
UNI6900000	UNION SQUARE BUILDING CORP 200 W 9TH ST PLZ WILMINGTON DE 19801	100	WESTMINSTER MEMORIAL PARK P O BOX 857 WESTMINSTER CA 92683	100

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 COMPANY NUMBER NQ HOLDER LIST (SINGLE)

CUSIP 63886240 ISSUE DESC: 5 1/4 %

HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-SHARES/PRINCIPAL-	HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-SHARES/PRINCIPAL-
2286800000	GUS PSIRIS 73 FLIOUDOS ST NEMEA CORINTHIA GREECE	.0002 %	2220007000	ALL & CO MARYLAND NATIONAL BANK C/O TRUST COLLECTIONS DEPT P O BOX 13047 BALTIMORE MD 21203	.0009 % 200
2220520000	BLOOM & CO C/O FIRST NATL BANK OF CHICAG SUITE 0114 CHICAGO IL 60670	.0180 % 4.000	2221360000	CEDE & CO BOX #20 BOWLING GREEN STA NEW YORK NY 10004	.0118 % 2.810
2222400000	FERROD & CO C/O CITIZENS VALLEY BANK BOX 985 ALBANY OR 97321	.0005 % 100	2222700000	FRIEND & CO C/O FIRST NATL BANK OF CHICAG TRUST DEPT - 0114 ONE FIRST NATL PLZ CHICAGO IL 60670	.0113 % 2.500
2224287000	KRAY & CO 120 S LA SALLE ST CHICAGO IL 60603	.0150 % 3.335	2225500000	SAFINSCO C/O SEATTLE-FIRST NATL BANK TRUST DEPT BOX 12657 SEATTLE WA 98111	.0685 % 15.200
2227900000	SERVE & CO C/O FIRST NATL BANK OF CHICAG TRUST DEPT - 0114 ONE FIRST NATL PLZ CHICAGO IL 60670	.0045 % 1.000	2228119000	SLATCO P O BOX 75471 CHARLOTTE NC 28275	.0043 % 955

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CUSIP 63886250	ISSUE DESC: 7.90X			
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	NAME AND ADDRESS	SHARES/PRINCIPAL
ABL68000000	HERMAN ABLON 4267 MARINA CITY DR #414 MARINA DEL REY CA 90292	.0002 % 50	AMERICAN CONTROLLED INDUSTRIES INC ATTN E C CRANE 6 E FOURTH ST CINCINNATI OH 45202	.0014 % 300
AME26400000	AMERICAN LIFE & ACCIDENT INS CO OF KENTUCKY 3 RIVERFRONT PLZ - 5TH FL LOUISVILLE KY 40202	.0072 % 1,600	AMEXNOM CO ATTN SECURITIES DEPT AMERICAN EXPRESS PLZ - 37TH F NEW YORK NY 10004	.0481 % 10,675
AND01550000	THOMAS P ANDERSON 1609S STONER AVE LOS ANGELES CA 90025	.000009 % 2	STEVEN ANTONOFF & KATHERINE ANTONOFF JT TEN 24959 SAMOSET TRAIL SOUTHFIELD MI 48075	.0005 % 100
ARK12180000	ARKANSAS BANK & TRUST TR UA 8 21 78 HERBERT B CADMUS FBO EMILY CADMUS BOX 5640 HOT SPRINGS AR 71901	.0002 % 50	ZOLA B BACKUS 1000 W ROOSEVELT - APT 5 HARVARD IL 60033	.0001 % 25
BAR18000000	ALEXANDER BARCLAY 1203 E LAKE SHORE DR COEUR D ALENE ID 83814	.0001 % 25	BIXLER GAS CO INC HIGHWAY 50 OTTERTVILLE MO 65348	.0005 % 100
BLA18500000	LILLIAN H BLACKWELL P O BOX 368 KELLOGG ID 83837	.0004 % 80	DONALD L BUHRMASTER 180 SARATOGA RD SCOTIA NY 12302	.0003 % 70
CAM71000000	CECILY CAMPBELL C/O CECILY H SIEBEL 424 SAND CREEK RD BLDG 3 - APT 301 ALBANY NY 12205	.00009 % 20	LOIS B CARTER R D 4 BOGGS HILL ROAD WHEELING WV 26003	.0005 % 10
CEN87000000	CENTRAL STATES HEALTH & LIFE CO OF OMAHA P O BOX 34350 OMAHA NE 68134	.0011 % 250	MABEL A COLLUM 408 WILCOX PKY CLARE MI 48617	.0002 % 50
COM18500000	COMCO INSURANCE COMPANY ATTN INVESTMENT DEPT P O BOX 871 AMARILLO TX 79167	.0023 % 500	JOHN W CONNELLY & HELEN W CONNELLY JT TEN 52 ELM CREST DR WHEELING WV 26003	.0001 % 25

APP. HST REPORT NO. HP455 COMPANY NUMBER NG	NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)	FREQ. REQUEST DATE 12/07/84	PAGE 2
CUSTIP 63886250	ISSUE DESC: 7.90%		
HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	-----SHARES/PRINCIPAL-----
0004752000	GEORGE H COOK & L BETHENE COOK JT TEN 3121 MAPLEWOOD BLVD - APT 34 OMAHA NE 68134	.0001 %	25
0004752000	CHARLES T CROW 2735 DAWN DRIVE GREAT FALLS MT 59404	.0002 %	50
0004752000	MABEL E DAHLQUIST 1800 STURGEON POINT RD DERBY NY 14047	.0003 %	65
0004752000	BIRTUS R DEAN 1441 BALL ST WEATHERFORD TX 76086	.0005 %	10
0004752000	LELAND S DEVORE JR PARADE REST R D I PARADE REST 215 DR JACKS ROAD PORT DEPOSIT MD 21904	.0002 %	50
0004752000	HELEN M DITTMER 7500 YORK AV S - APT 733 EDINA MN 55435	.0002 %	50
0004752000	FIRST CONTINENTAL LIFE & ACCIDENT INSURANCE CO P O BOX 9279 SALT LAKE CITY UT 84109	.0009 %	200
0004752000	THE FRANKLIN LIFE INSURANCE CO ATTN INVESTMENT DEPT FRANKLIN SQUARE SPRINGFIELD IL 62713	.0451 %	10,000
0004752000	MILORED GEORGE 2800 NORTH LAKE SHORE DR CHICAGO IL 60657	.0001 %	25
HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	-----SHARES/PRINCIPAL-----
0004752000	FRANCES M COX 127 COLUMBIA AV WHEELING WV 26003	.0002 %	50
0004752000	ELEANOR L CUNLIFFE 2712 W WELLINGTON DR MUNCIE IN 47304	.0003 %	75
0004752000	IRVING DAVIDOFF & SALLY DAVIDOFF JT TEN 3005 PORTOFINO ISLE A-1 COCONUT CREEK FL 33066	.0001 %	25
0004752000	JEANNETTE M DERUM & EDWARD J DERUM JT TEN 9340 NORTHLAKE DR ROSWELL GA 30076	.0002 %	50
0004752000	LUCY M DILLON C/O ERIC FENTON 1826 WESTERN AV ALBANY NY 12203	.0005 %	10
0004752000	P JAMES ERB 3 BEE HAVEN DR WHEELING WV 26003	.0001 %	25
0004752000	RUTH S FOWLER BOX 146 WEST LIBERTY WV 26074	.00005 %	1
0004752000	F T F MANUFACTURING CORP ATTN JOHN NAVAS P O BOX 28 ALHAMBRA CA 91802	.0005 %	100
0004752000	ROBERT A GLASER & MARGARET E GLASER JT TEN 40 RIDGEWOOD AVE WHEELING WV 26003	.0001 %	25

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CUSIP 63886250	ISSUE DESC: 7.90%				
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL
GOR3691000	RUTH B GORHAM TR UA 2 16 79 THE RUTH B GORHAM LIVING TRUST 402 CREST RIDGE KERRVILLE TX 78028	.0002 % 50	GOR4200000	FRANCES GORIN 122 FLOWER RD VALLEY STREAM LI NY 11581	.0001 % 25
GOW1150000	NATALIE E GOWAN 1055 N KINGSLEY DR LOS ANGELES CA 90029	.0001 % 25	GRA1730000	GRACE BIBLE INSTITUTE INC 1515 SOUTH 10TH STREET OMAHA NE 68108	.0005 % 100
GRA1800000	M IRENE GRACE 1064 PHOENIX AVE SCHENECTADY NY 12308	.0005 % 10	HAM2435000	HOWARD HAMER TR UW J HAMER FBO J KEMPLER 497 NORWOOD AV LONG BRANCH NJ 07740	.0027 % 600
HAM2438000	HOWARD HAMER TR UW JACK HAMER FBO HOWARD HAMER 497 NORWOOD AV LONG BRANCH NJ 07740	.0027 % 600	HOM2550000	HOHENSCHILD WELDERS SUPPLY CO 1705 CAMPBELL KANSAS CITY MO 64108	.0005 % 100
HOR6252000	JOHN A HORNBACK & LOLA A HORNBACK JT TEN 724 HIGHLAND AVENUE NAPERVILLE IL 60540	.0001 % 30	JON5100000	MARY RUTH JONES EAST 1502 12TH AVE SPOKANE WA 99202	.0001 % 25
KAN8150000	KANSAS FARM LIFE INSURANCE CO INC 2321 ANDERSON AVE MANHATTAN KS 66502	.0045 % 1,000	KEN6210000	DOROTHY C KENNEDY 533 BERRIEDALE DR CARY IL 60013	.0002 % 50
KEN8300000	RUTH LEE KENNEDY 1201 E HELEN TUCSON AZ 85719	.0001 % 20	KL16218000	HAROLD W KLINE 1102 LINCOLN ST MC MEHEN WV 26040	.0005 % 10
LAW8000000	AUDREY P LAWS 76 LAKE HILL ROAD BURNT HILLS NY 12027	.0002 % 40	LAW8006000	AUDREY P LAWS TR U/W J PHILBROOK 76 LAKE HILL ROAD BURNT HILLS NY 12027	.0002 % 50
LIG3900000	RUTH W LIGHTHALL 290 VLY ROAD SCHENECTADY NY 12309	.0005 % 100	LOF8800000	MARGARET MARY LOFTUS 7 J CRESCENT RD GREENBELT MD 20770	.0002 % 50

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DATE 12/07/84 4

APP. HST REPORT NO. HP455 NATURAL GAS PIPELINE CO
COMPANY NUMBER NG HOLDER LIST (SINGLE)

CUSIP 63886250 ISSUE DESC: 7.90%

HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	-SHARES/PRINCIPAL-	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	-SHARES/PRINCIPAL-
LOM1260000	LANDRE L LOMAS P O BOX 286 HARRISON ID 83833	.00006%	MAC5725000	CHARLES DANIEL MAC MILLAN & JANET V MAC MILLAN JT TEN KNOLLWOOD DR RT 6 GREENVILLE SC 29607	.00002%
MAR3500000	AGNES H MARGOLI 1101 VICTORIA DRIVE - APT 10 DUNEDIN FL 33528	.0003%	MAR4800000	ESTHER Z MARKEL 524 PEARL ST WALLACE ID 83873	.0002%
MAR7350000	RUTH KLETT MARTIN 76 BARRETT DR FORT THOMAS KY 41075	.0002%	MAS6860000	N C MASON 1130 S MICHIGAN AV - APT 4010 CHICAGO IL 60605	.0009%
MCG6600000	GEORGE L MC GOWN 2625 TIMBERLAKE DR LA CRESCENTA CA 91214	.0002%	MCG6813000	ARCHIBALD K MC GOWN GENERAL DELIVERY FAIRPLAY CO 80440	.0002%
MERS210000	MARGARET S MERCER 3820 MARLAND HEIGHTS RD WEIRTON WV 26062	.00002%	MID8300000	MID-SOUTH INSURANCE CO P O BOX 2069 FAYETTEVILLE NC 28302	.0009%
MIL6000000	THE MILLERS CASUALTY INSURANCE COMPANY OF TEXAS P O BOX 2269 FORT WORTH TX 76113	.0009%	MIT8514000	BURTON C MITTELMAN SHIRLEY MITTELMAN JT TEN 7705 SOCIETY DR CLAYMONT DE 19703	.0002%
MONT755000	STELLA M MONROE 2 BENTON RD PENSACOLA FL 32508	.0001%	MOR1023000	EDWARD J MORAN 2436 SOMERSET BLVD APT 201 TROY MI 48084	.0005%
MYE7860000	ARNO R MYERS TR UA 1 31 68 ARNO R MYERS INSURANCE TRUST 1630 SHERIDAN RD WILMETTE IL 60091	.0005%	ORT3617000	CHARLES W ORTH 42 PILIPU PLACE KAILUA HI 96734	.0002%
PAT2350000	MARGARET CALDWELL PATE C/D BANK OF AMERICA 1601 TIBURON BLVD TIBURON CA 94920	.0001%	PEN6190000	BURRELL PENNING BOX 28 ALEXANDER IA 50420	.0001%
PERS230000	LEON H PERLIN CO INC P O BOX 817 NEWPORT NEWS VA 23607	.0005%	PIE7752000	GERALD E PIERCE & BERNAOTINE J PIERCE JT TEN 6150 MARK DR BEDFORD HTS OH 44146	.0002%

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APP. HST COMPANY NUMBER NO	REPORT NO. HP455	NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)	FREQ. REQUEST DATE 12/07/84	PAGE 5
CUSIP 63886250 ISSUE DESC: 7.90%				
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	NAME AND ADDRESS	SHARES/PRINCIPAL
PLA1800000	PLACE MOTOR SUPPLY CO INC P O BOX 163 WAUKEGAN IL 60085	.0001%	MARY L PULS 5400 S BROADWAY ST LOUIS MO 63111	.0005%
RAS5950000	LULU M RASMUSSEN 735 S W ST CLAIR APT 406 PORTLAND OR 97205	.0005%	MURRAY RATNER 19390 COLLINS AV - APT PH2 MIAMI BEACH FL 33160	.0002%
REA3440000	JEFF D REAGAN 20 SUN VALLEY DR LITTLE ROCK AR 72205	.0002%	CHARLES REINHARDT P O BOX 64 BALLSTON SPA NY 12020	.0001%
REI8260000	GRACE B REINHARDT P O BOX 64 BALLSTON SPA NY 12020	.0001%	BERNICE B ROBERTSON BOX 908 WALLACE ID 83873	.0001%
ROM1200000	ROMAN CATHOLIC BISHOP DIOCESE OF WHEELING SEMINARY ACCOUNT 1300 BYRON ST WHEELING WV 26003	.0002%	JEAN LESLIE ROSE RD #3 BOX 32 MONTROSE PA 18801	.0002%
SCH8970000	ELIZABETH SCHUETTE ROUTE 1 BOX 192 LANDRUM SC 29358	.0002%	MARIE SCHWEIHS 3026 SOUTH NORMAL AVE CHICAGO IL 60616	.0002%
SEI6252000	FRANK W SEINEKE & KATHERINE W SEINEKE JT TEN P O BOX 595 1179 COLUMBUS ST EL GRANADA CA 94018	.0001%	SISTERS OF ST FRANCIS OF MARYVILLE ATTN SISTER M CHARLENE MOUNT ALVERNO CONVENT RT 3 BOX 64 MARYVILLE MO 64468	.0005%
SLI11720000	BARBARA M SLICE 4260 CREEK TRAIL ACWORTH GA 30101	.0003%	JOHN M SMITH & MAE BELLE SMITH JT TEN 1303 BRAZOS TEXARKANA TX 75503	.0005%
SON0201200	CHARLES SONDA R D 1 BOX 38 BETHANY WV 26032	.0001%	BETTY SONDA 514 MAIN ST WHEELING WV 26003	.0005%
SON2014000	HAROLD T SONDA BOX 237J R D 1 WELLSBURG WV 26070	.00005%	HENRY L SONDA R D 1 BOX 31 BETHANY WV 26032	.00003%

APP. HST REPORT NO. HP455 COMPANY NUMBER NG	NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)	FREQ. REQUEST DATE 12/07/84	PAGE 6
CUSIP 63886250	ISSUE DESC: 7.90%		
HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	-----SHARES/PRINCIPAL-----
SON2016000	MARIE T SONDA R O 1 BOX 38 BEHANY WV 26032	.00005 %	100
SYK2660000	ELIZABETH M SYKES 12315 SW TERWILLIGER BLVD PORTLAND OR 97219	.0002 %	50
TH05400000	W JACK THOMAS 617 FULTON WHEELING WV 26003	.0001 %	20
T084250000	VIRGINIA A TOBIN 22 CRABTREE LANE TENAFLY NJ 07670	.0005 %	100
UPT6752000	KENNETH E UPTON & DOROTHEA P UPTON JT TEN C/O VALLEY NATL BK P O BOX 311 TUCSON AZ 85702	.0002 %	50
VOT8600000	ROBERT M VOTTIS 1226 PAUL AV SCHENECTADY NY 12306	.0001 %	15
WEH7720000	EVELYN WEHREMBERG 2941 WEST VERMONT STREET TUCSON AZ 85746	.0005 %	100
WH15500000	VERONICA Z WHITE 492 ORCHARD GROVE AVE E LIVERPOOL OH 43920	.0001 %	15
ZZ20040000	A G EDWARDS & SONS INC 1 N JEFFERSON ST LOUIS MO 63103	.0005 %	100
ZZ20750000	LEE BROOME INCORPORATED BOX 1028 HICKORY NC 28601	.0005 %	113
	MARIE S SPROTT SHARON TOWERS - RM 664 5150 SHARON RD CHARLOTTE NC 28210	.0005 %	100
	NETTIE TEDEAU 230 HARVARD BLVD STEUBENVILLE OH 43952	.0001 %	15
	MERCEDES B THOMPSON 8338 BEAUDET LANE BON AIRE VA 23235	.0001 %	25
	MILTON W TOMBER 275 CENTRAL PARK WEST NEW YORK NY 10024	.0002 %	50
	MARY E VAUGHN 121 BUTLER AVE NORTH AUGUSTA SC 29841	.0001 %	30
	HELEN WEHDE 1151 S FEDERAL HWY #81 POMPANO BEACH FL 33062	.0002 %	50
	LOUIS WEINBERG & JULIE WEINBERG JT TEN 25530 SOUTHFIELD RD APT 106 SOUTHFIELD MI 48075	.0001 %	30
	NAT YOUNG 3430 N W 52ND AV - APT Y103 LAUDERDALE LAKES FL 33313	.0002 %	50
	BLUNT ELLIS & LOWE INC 411 EAST MASON ST MILWAUKEE WI 53202	.0001 %	10
	CEDE & CO BOX #20 BOWLING GREEN STA NEW YORK NY 10004	.2155 %	47,801

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APP. HST COMPANY NUMBER NG	REPORT NO. HP455	NATURAL GAS PIPELINE CO	HOLDER LIST (SINGLE)	FREQ. REQUEST	PAGE 7
CUSIP 63886250	ISSUE DESC: 7.80X			DATE 12/07/84	
HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----
ZZ21473500	CIS CO 400 CIRCLE TOWER P O BOX 44992 INDIANAPOLIS IN 46204	.0207 % 4.600	ZZ21602000	CONSTITUTIONAL CASUALTY COMPANY C/O EXCHANGE NATIONAL BANK OF CHICAGO - 120 S LA SALLE 4TH FLOOR - TRUST DEPARTMENT ATTN: IDA COGLIANESE CHICAGO IL 60603	.0014 % 300
ZZ22456000	FIREFUND & CO C/O WELLS FARGO BANK N A TRUST DEPT P O BOX 44042 SAN FRANCISCO CA 94144	.0451 % 10.000	ZZ24283000	KOLBRENER BROKERAGE CORP 130 S BEMISTON - #501 CLAYTON MO 63105	.0023 % 500
ZZ24287000	KRAY & CO 120 S LA SALLE ST CHICAGO IL 60603	.0007 % 145	ZZ25000000	MERRILL LYNCH PIERCE FENNER & SMITH INCORPORATED DVD COLLECTION UNIT 7TH FL 70 PINE ST NEW YORK NY 10005	.0005 % 100
ZZ26468000	PACIFIC & CO P O BOX 7877 SAN FRANCISCO CA 94120	.0055 % 1,212	ZZ26640000	PHILADEP & CO P O BOX 70479 CHICAGO IL 60873	.0002 % 50
ZZ29359000	WAVE & CO P O BOX 1121 CHICAGO IL 60690	.0011 % 250	ZZ29592000	WHITE & COMPANY C/O FNBC TRUST DIVISION LOCATION 00322 CINCINNATI OH 45264	.0045 % 1,000
ZZ29840000	WISCOS & CO C/O TRUST DIVISION FIRST NATIONAL BANK OF KANSAS CITY 14 WEST 10TH STREET KANSAS CITY MO 64141	.0144 % 3,200			

APP. HST COMPANY NUMBER NG	REPORT NO. HP455	NATURAL GAS PIPELINE CO HOLDERS LIST (SINGLE)	FREQ. REQUEST DATE 12/07/84	PAGE 1
CUSIP 63886270	ISSUE DESC: 8.12%			
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	NAME AND ADDRESS	SHARES/PRINCIPAL
BUR8750000	BURTON PARK CORPORATION C/O D F BOWEY 910 N LAKE SHORE DRIVE - #817 CHICAGO IL 60611	.0005 % 100	CARL B CHRISTIANSON 5 WOODLAWN CT WHEELING WV 26003	.0002 % 50
CHR6750000	PEGGY B CHRONISTER R F D 1 ABILENE KS 67410	.0001 % 30	ELEANOR J CLUTE 4118 9TH ST RD OSHKOSH WI 54901	.0002 % 50
COL9105000	COLUMBIA PRODUCTS CO INC ATTN IRVING G ROZAK 2008 ST JOHNS AV HIGHLAND PARK IL 60039	.0002 % 50	ELEVENTH AVENUE INVESTMENT CO 500 N COUNTY RD 18 MINNEAPOLIS MN 55428	.0003 % 65
FAR5750000	FARMERS UNION MUTUAL INSURANCE CO P O BOX 39628 DENVER CO 80239	.0011 % 250	F B INSURANCE COMPANY ATTN MORRIS JOHNSON 120 S HUBBARDS LN LOUISVILLE KY 40207	.0023 % 500
HAL1800000	ERIKA A HALES 7924 ROE AV SHAWNEE MISSION KS 66208	.0001 % 25	SUZANNE V JAVERS & DIANE M RIDDLE & ALYCE M RIDDLE JT TEN 2471 SUMATRAN WAY T O W BLDG 58 APT 49 CLEARWATER FL 33575	.0001 % 20
KAT9500000	ALAN KATZ 3801 W STRATHMORE AVE BALTIMORE MD 21215	.0002 % 50	BERNARD KATZ 40 BAJART PL YONKERS NY 10705	.0002 % 50
KAT9585000	HOWARD R KATZ 400 EAST 89TH ST NEW YORK NY 10028	.0005 % 100	MICHAEL D KATZ 5720 S W 89TH AVE MIAMI FL 33173	.0002 % 50
KEE6210000	ADA B KEENEY R D 2 SEVEN VALLEYS PA 17360	.0002 % 38	EUGENE F KLUG 21 ROSARY RD NEW MARTINSVILLE WV 26155	.0002 % 40
KOE7130000	CHARLOTTE KOEPPEN 5720 N W 87TH AV FORT LAUDERDALE FL 33313	.0005 % 100	ROSE S KRAMER 19 1/2 GREENWOOD AV WHEELING WV 26003	.0002 % 50
LEH5755000	MIRIAM A LEHMAN R D #1 BOX 390 WINDSOR PA 17366	.0002 % 38	MARCIA R LEVINE 1047 E BOTH ST BROOKLYN NY 11236	.0002 % 50

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APP. HST COMPANY NUMBER NG	REPORT NO. HP455	NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)	FREQ. REQUEST DATE 12/07/84	PAGE 2
CUSIP 63886270	ISSUE DESC: 8.12%			
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	NAME AND ADDRESS	SHARES/PRINCIPAL
LIF2400000	LIFE INSURANCE COMPANY OF SOUTHWEST P O BOX 47421 DALLAS TX 75247	.0225 % 5,000	MEDFORD PEAR CO INC P O BOX 996 MEDFORD OR 97501	.0023 % 500
NE13400000	NEIGHBORHOOD THEATERS INC ATTN DAVID H LEVY BOX 3J RICHMOND VA 23208	.0009 % 200	MARY PHILLIPS PITKIN WASHINGTON FARMS WHEELING WV 26003	.0004 % 80
RIN3400000	RINGLE EXPRESS INC DTD 12 17 63 PROFIT SHARING PLAN ATTN ROBERT L MC GRIFF R R 1 BOX 335 MOLINE IL 61265	.0002 % 50	ISAAC LEROY RUPPERT R D #2 RED LION PA 17356	.0002 % 37
RUP7195000	WILLIAM HENRY RUPPERT 403 HARRISBURG ST EAST BERLIN PA 17316	.0002 % 37	SHAPIRO BROS SHOE CO INC ATTN LOUIS M SHAPIRO P O BOX 514 AUBURN ME 04210	.0014 % 300
SHS190000	SHELTER MUTUAL INSURANCE COMPANY 1817 BROADWAY COLUMBIA MO 65218	.0068 % 1,500	SOUTHLINGTON SAVINGS & LOAN ASSOC 132 MAIN ST SOUTHLINGTON CT 06489	.0011 % 250
ST09652000	LUDWIG T STOYKE & HARRIETT B STOYKE JT TEN 470 NIKOMAS WAY S MELBOURNE BEACH FL 32951	.0002 % 50	ALFRED M TDDT 5325 JESSIE NE ALBUQUERQUE NM 87111	.0005 % 100
UNI8580000	UNITED FIRE & CASUALTY COMPANY ATTN SCOTT MC INTYRE 118 SECOND AV SE P O BOX 4909 CEDAR RAPIDS IA 52407	.0023 % 500	VALLEY BOLT CO BOX 2830 DAVENPORT IA 52809	.0002 % 50
VOG9005000	VOGUE INCORPORATED 1912 S OCEAN DR TOWER 1 - APT B20 HALLANDALE FL 33009	.0009 % 200	GLOVER WEISS & DOROTHY B WEISS JT TEN 99 BEACH AVENUE ATLANTIC BEACH FL 32233	.0002 % 50
ZZZ1360000	CEDE & CO BOX #20 BOWLING GREEN STA NEW YORK NY 10004	.4525 % 100,397	CIS CO 400 CIRCLE TOWER P O BOX 44992 INDIANAPOLIS IN 46204	.0046 % 883

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 COMPANY NUMBER NG HOLDER LIST (SINGLE) DATE 12/07/84

CUSIP 6388270 ISSUE DESC: 8.12X

HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL
ZZ22375000	EXCESS & CO C/O TRUST DEPT UNITED MISSOURI BK OF KC NA PO BOX 226 KANSAS CITY MO 64141	3,000 .0135%	ZZ22535000	FIRST OF KANSAS CORP BOX 1019 HAYS KS 67601	100 .0005%
ZZ24100000	KIM & CO C/O THE FIRST NATL BANK BOX 853 MORGANTOWN WV 26507	70 .0003%	ZZ24287000	KRAY & CO 120 S LA SALLE ST CHICAGO IL 60603	1,213 .0055%
ZZ26468000	PACIFIC & CO P O BOX 7877 SAN FRANCISCO CA 94120	200 .0009%	ZZ26640000	PHILADEP & CO P O BOX 70479 CHICAGO IL 60673	10,050 .0453%
ZZ28280000	SNELSON & CO C/O FIRST PENNSYLVANIA BANK N A P O BOX 8068-1252 PHILADELPHIA PA 19177	1,000 .0045%	ZZ29640000	WISCOS & CO C/O TRUST DIVISION FIRST NATIONAL BANK OF KANSAS CITY 14 WEST 10TH STREET KANSAS CITY MO 64141	7,000 .0316%
ZZ29941000	YST & YOST INC RT 2 BOX 197 FAIRVIEW WV 26570	25 .0001%			

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APP. HST COMPANY NUMBER NG	REPORT NO. HP455	NATURAL GAS PIPELINE CO HOLDER LIST (SINGLE)	FREQ. REQUEST	PAGE	DATE 12/07/84
CUSIP 63886260	ISSUE DESC: 9.20%				
HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL
ACT4100000	ACTIVE EMPIRE MAINTENANCE CO ATTN COLIN COUPER 1118 W JACKSON BLVD CHICAGO IL 60607	.0005 % 100	ALA1500000	ALABAMA FARM BUREAU MUTUAL CASUALTY INSURANCE CO P O BOX 11000 MONTGOMERY AL 36198	.0009 % 200
AME9600000	AMEXNDM CO ATTN SECURITIES DEPT AMERICAN EXPRESS PLZ - 37TH F NEW YORK NY 10004	.0198 % 4,400	ANT6802000	STEVEN ANTONOFF & KATHERINE ANTONOFF JT TEN 24959 SAMOSET TRAIL SOUTHFIELD MI 48075	.0002 % 50
ASH1600000	ASHBRD CORP C/O JOSEPH ASHER 25 CANTERBURY RD GREAT NECK NY 11021	.0002 % 50	BAL5330000	EDNA C BALLOU 7 MIDLAND GARDENS - APT 2K BRONXVILLE NY 10708	.0009 % 20
BAL5380000	HOSEA C BALLOU 7 MIDLAND GARDENS - APT 2K BRONXVILLE NY 10708	.0005 % 10	BAN4700000	BANKERS TRUST CO ALBANY N A & JAMES N WHITE TR UDT 12/23/64 L N WHITE FBO E W NEWTON FRANK & COMPANY P O BOX 706 CHURCH ST STA NEW YORK NY 10008	.0002 % 35
BUE3800000	CARL F BUEHLER BOX 97 WILMINGTON NY 12997	.0004 % 90	DOU8544000	JEAN L DOTTON 2 WESTWOOD CIRCLE DOVER NH 03820	.0003 % 7
DOV0201400	DAVID B DOW 29 HILL STREET ORONO ME 04473	.0003 % 7	DUR8076000	RUTH E DURST 9 SAN ARDO COURT WALNUT CREEK CA 94598	.0004 % 8
EDW1252000	STANLEY J EDWARDS & RUTH N EDWARDS JT TEN 2872 CEDAR RUN COURT CLEARWATER FL 33519	.0002 % 50	FIR8555000	FIRSTIER INC ATTN CONTROLLERS DIVISION FARNAM AT SEVENTEENTH OMAHA NE 68102	.0014 % 300
GAY6300000	GAYNOR & CO INC 450 N PARK RD HOLLYWOOD FL 33021	.0002 % 55	GUA7700000	GUARANTY NATIONAL INSURANCE P O BOX 3329 ENGLEWOOD CO 80155	.0009 % 200
HAW4952000	JOEL C HAWKINS & DORIS E HAWKINS JT TEN 3524 CHISWICK CT SILVER SPRING MD 20906	.0002 % 50	KAN8150000	KANSAS FARM LIFE INSURANCE CO INC 2321 ANDERSON AVE MANHATTAN KS 66502	.0009 % 150

APP. HST REPORT NO. HP455 NATURAL GAS PIPELINE CO. HOLDER LIST (SINGLE) FREQ. REQUEST PAGE 2
 COMPANY NUMBER NO. DATE 12/07/84

CUSIP 63886260 ISSUE DESC: 9.20%

HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL	HOLDER NO- TAX ID NUMB	NAME AND ADDRESS	SHARES/PRINCIPAL
LAV1200000	GERARD J LAVALLEE DENIS DR R-1 287N N GROSVENORDALE CT 06255	.0005 % 100	MAT8700000	NILS A MATTISON 2316 2ND ST NEW PORT RICHEY FL 33552	.0002 % 50
MCC5252000	CHARLES MC CLELLAN & DORIS MC CLELLAN JT TEN 517 S EDWARD MOUNT PROSPECT IL 60058	.0001 % 25	QUI16300000	RAYMOND F QUINLAN 306 N JAMES CHAMPAIGN IL 61820	.0002 % 50
RAY8156000	MARY E RAYNES R R 2 BOX 318 BARTLETT ROAD YORK ME 03909	.0004 % 8	STE4100000	MILTON B STEPHAN & MARY I STEPHAN JT TEN P O BOX 243 ST CLAIRSVILLE OH 43950	.0002 % 50
TRA8100000	TRANSINC INTER INSURANCE EXCHANGE 2625 BUTTERFIELD RD - STE 141 OAK BROOK IL 60521	.0036 % 800	WHI3500000	JAMES N WHITE 14 VAN DYKE AVE AMSTERDAM NY 12010	.0003 % 75
ZZ20010000	ARTRUST & COMPANY DRAWER 1564 ARLINGTON TX 76010	.0009 % 200	ZZZ0560000	BOCOT & COMPANY C/O BOONE COUNTY NATL BANK ATTN TRUST DEPT P O BOX 878 COLUMBIA MO 65205	.0005 % 100
ZZ21360000	CEDE & CO BOX 420 BOWLING GREEN STA NEW YORK NY 10004	.1842 % 40,865	ZZZ4287000	KRAY & CO 120 S LA SALLE ST CHICAGO IL 60603	.0096 % 2,125
ZZ24450000	LASA & CO C/O LACONIA SAVINGS BANK 62 PLEASANT ST LACONIA NH 03248	.0041 % 900	ZZZ5653000	MULLIN & DILLON COMPANY 850 GRAIN EXCHANGE P O BOX 15265 MINNEAPOLIS MN 55415	.0005 % 100
ZZ26640000	PHILADEP & CO P O BOX 70479 CHICAGO IL 60673	.0036 % 800			

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APP. HST REPORT NO. HP455 NATURAL GAS PIPELINE CO
 COMPANY NUMBER NO HOLDER LIST (SINGLE)

CUSIP 83886275 ISSUE DESC: 10X

HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----	HOLDER NO- TAX ID NUMB	-----NAME AND ADDRESS-----	-----SHARES/PRINCIPAL-----
CIT29000000	C I T FINANCIAL CORPORATION 135 WEST 50TH STREET NEW YORK NY 10020	.4507 % 100,000	FED23000000	FEDERAL INSURANCE COMPANY C/O FIDELITY UNION BANK P O BOX 1289 NEWARK NJ 07101	.2254 % 50,000
GOV23250000	GOVERNMENT EMPLOYEES INSURANCE COMPANY INVESTMENT DEPARTMENT WASHINGTON DC 20076	.0901 % 20,000	HOU800000000	HOUSEHOLD FINANCE CORPORATION 2700 SANDERS RD PROSPECT HEIGHTS IL 60070	.2254 % 50,000
UPJ65000000	UPJOHN MANUFACTURING COMPANY P O BOX 11307 BARCELONETA PR 00617	.1352 % 30,000			

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NATURAL GAS PIPELINE COMPANY OF AMERICANames and Addresses of Officers and Directors

<u>Officers and Directors</u>	<u>Principal Business Address</u>	<u>Title</u>
*Davis, O. C.	701 East 22nd Street, Lombard, Illinois 60148	Chairman of the Board
*Morrow, George L.	701 East 22nd Street, Lombard, Illinois 60148	Vice Chairman of the Board
*Terpstra, William C.	701 East 22nd Street, Lombard, Illinois 60148	President
*Lutz, Don T.	701 East 22nd Street, Lombard, Illinois 60148	Senior Vice President
*Boomer, Robert E.	701 East 22nd Street, Lombard, Illinois 60148	Vice President
*Eberst, Charles R.	701 East 22nd Street, Lombard, Illinois 60148	Vice President
*Grubb, Dan B.	3050 S. Post Oak Road, Houston, Texas 77056	Vice President
Helbling, Don E.	701 East 22nd Street, Lombard, Illinois 60148	Vice President
Hodge, Robert E.	701 East 22nd Street, Lombard, Illinois 60148	Vice President
Lawrence, Louis A.	701 East 22nd Street, Lombard, Illinois 60148	Vice President
MacNicholas, Ronald R.	701 East 22nd Street, Lombard, Illinois 60148	Vice President
Pelletier, John L.	701 East 22nd Street, Lombard, Illinois 60148	Vice President
Freund, Charles G.	701 East 22nd Street, Lombard, Illinois 60148	Secretary and Treasurer
Naglewski, Kenneth E.	701 East 22nd Street, Lombard, Illinois 60148	Assistant Vice President and Controller
Griffin, John A.	3050 S. Post Oak Road, Houston, Texas 77056	Assistant Vice President
Pasteris, Robert F.	3050 S. Post Oak Road, Houston, Texas 77056	Assistant Vice President
Campbell, Garland C.	3050 S. Post Oak Road, Houston, Texas 77056	Assistant Secretary
Dibella, Armand J.	701 East 22nd Street, Lombard, Illinois 60148	Assistant Secretary
Douglass, Kenneth L.	3050 S. Post Oak Road, Houston, Texas 77056	Assistant Secretary
Hopkins, Frank J.	3050 S. Post Oak Road, Houston, Texas 77056	Assistant Secretary
Hower, Robert M.	701 East 22nd Street, Lombard, Illinois 60148	Assistant Secretary
Hrehor, Ronald J.	3050 S. Post Oak Road, Houston, Texas 77056	and Assistant Treasurer
Nylen, John C.	701 East 22nd Street, Lombard, Illinois 60148	Assistant Secretary
Sumonka, Daniel E.	701 East 22nd Street, Lombard, Illinois 60148	Assistant Secretary
Trottler, Louis E.	701 East 22nd Street, Lombard, Illinois 60148	and Assistant Treasurer
		Assistant Secretary
		Assistant Secretary

*Member of the Board of Directors

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

THIS AGREEMENT made this 15th day of February, 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").

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:

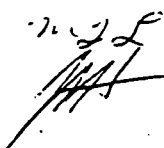
A. Any existing or future Federal or State statute or any existing or future lease or agreement between City and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition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

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 February 15, 1984 (C.J.P. pp. 4957-4985).

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

Harold Washington
Mayor

APPROVED

Thomas Kopyan
Commissioner of Aviation

APPROVED:

Walter R. Brown
City Comptroller

William J. Douglas
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kim M. Megaw
Assistant Corporation Counsel

ATTEST:

James M. Pagnelski
Title

CENTRAL AVIATION, INC.
an Illinois corporation

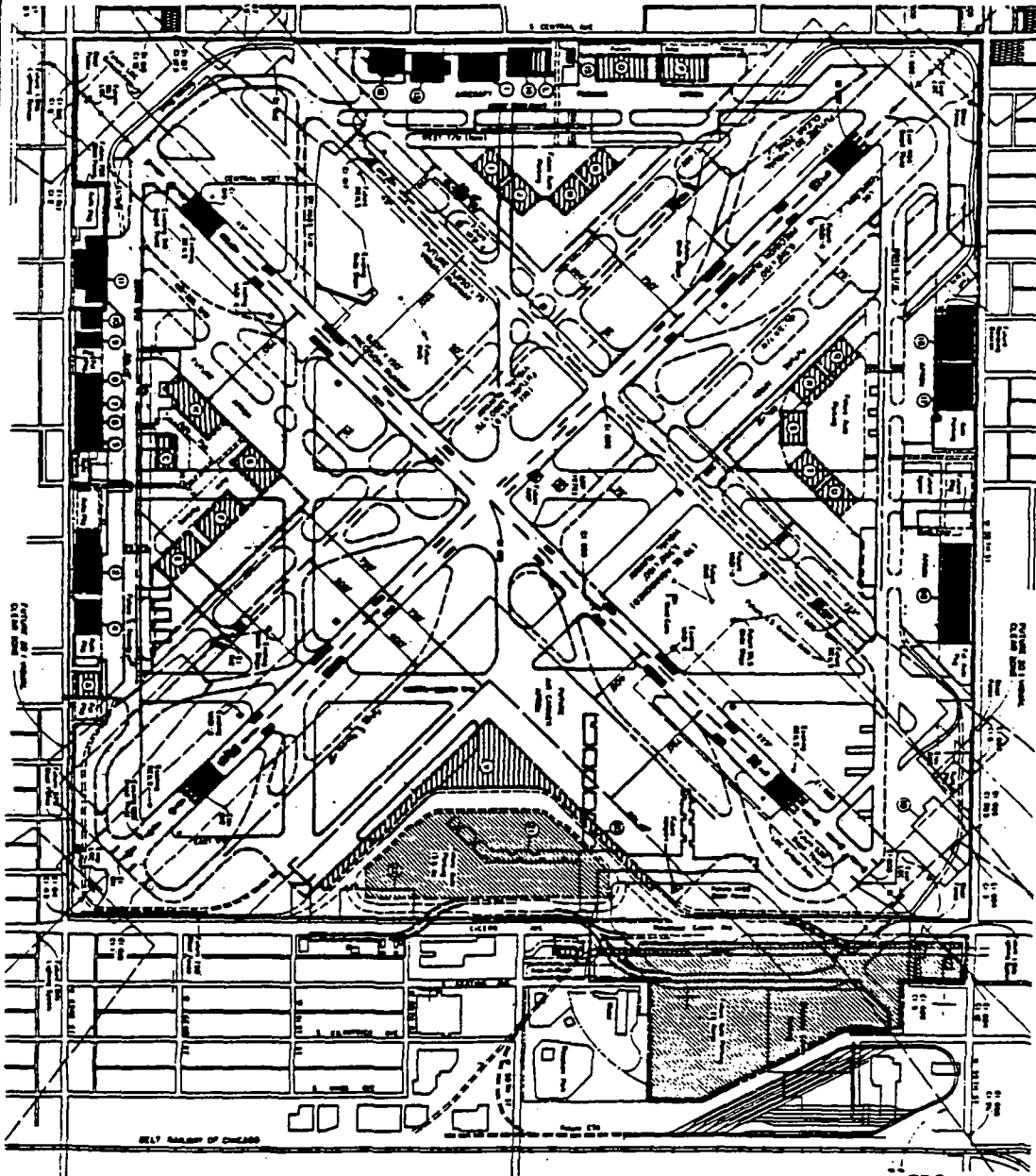
Patrick Kulta, President
President

CHICAGO MIDWAY AIRPORT
117 OF CHICAGO
HAROLD WASHINGTON, MAYOR

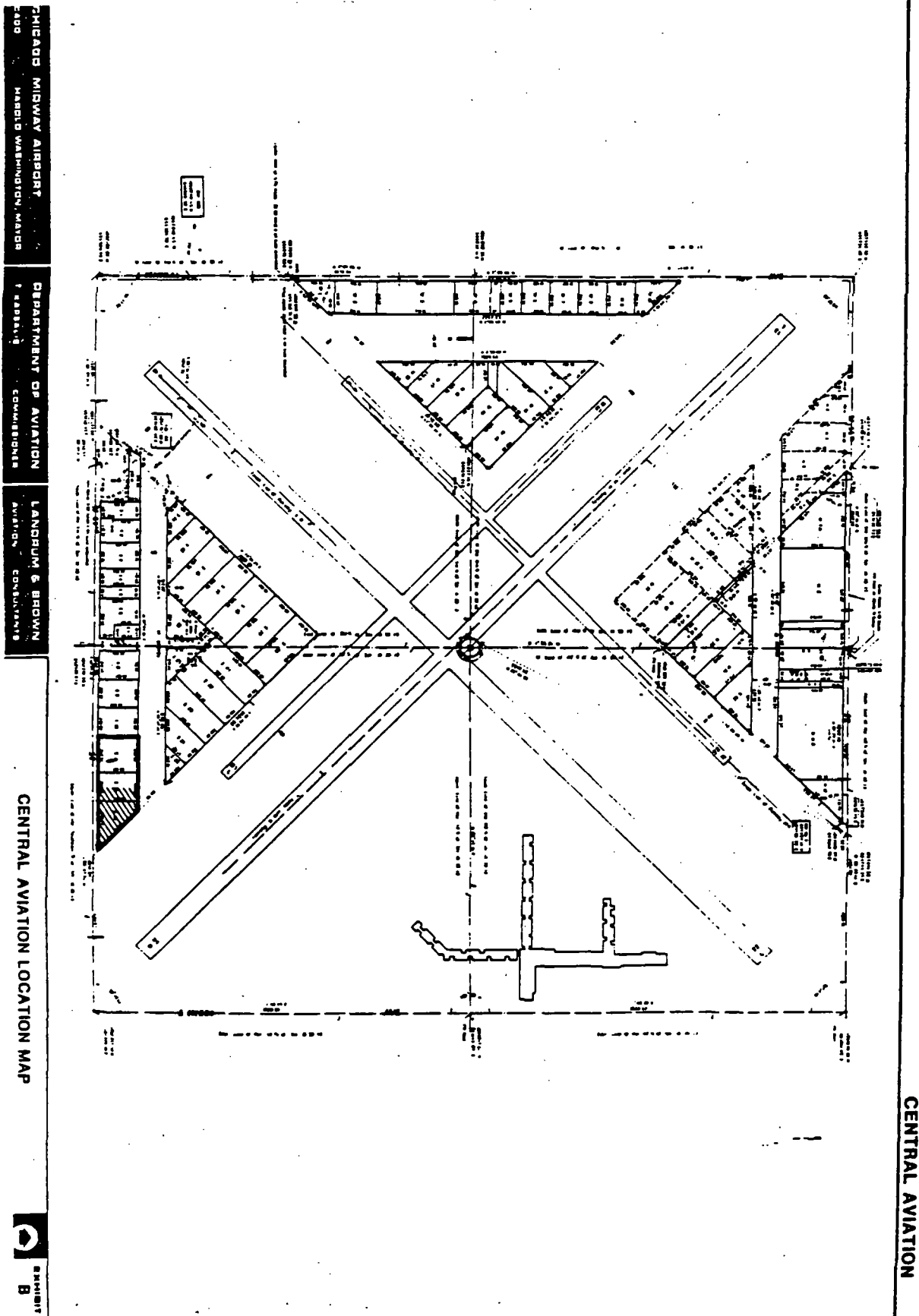
DEPARTMENT OF AVIATION
143831.8
COMMISSIONER

LANGRUM & BROWN
S. OF CHICAGO
CONSULTANTS

FUTURE AIRPORT LAYOUT PLAN



CENTRAL AVIATION



(Continued from page 14322)

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

CALL FOR RELEASE OF AMERICANS HELD CAPTIVE OR MISSING IN INDOCHINA.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, February 27, 1985.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (which was referred on January 23, 1985) memorializing the United States Government to accelerate efforts in every possible way to obtain immediate release of any Americans who may be held captive in Indochina and the return of American servicemen and civilians who died in Southeast Asia whose remains have not been repatriated. The resolution also urges that the governments of the Socialist Republic of Vietnam and Laos Peoples Democratic Republic fully cooperate with the U.S. Government in resolving the fate of 2,483 American servicemen and civilians still missing in action in Southeast Asia.

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

Respectfully submitted,
(Signed) ROMAN C. PUCINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, There are currently 2,483 Americans still missing or otherwise unaccounted for in Indochina and their families still suffer untold grief due to uncertainty about their fate; and

WHEREAS, The President of the United States has declared resolution of the POW/MIA issue a matter of highest national priority and Laos Peoples Democratic Republic and the Socialist Republic of Vietnam on this issue; and

WHEREAS, The City Council of Chicago fully understands and agrees that the fullest possible accounting can only be achieved through government to government cooperation; and

WHEREAS, The Socialist Republic of Vietnam has pledged to accelerate their effort to cooperate with the United States Government in resolving this humanitarian issue, separate from other issues dividing our two countries; now, therefore,

Be It Resolved, That the City Council of Chicago supports the Presidents' pledge of highest national priority to resolve the status of 2,483 Americans still missing and unaccountable in Indochina; and

Be It Further Resolved, That the City Council of Chicago urge the U.S. Government to accelerate efforts in every possible way to obtain immediate release of any Americans who may still be held captive in Indochina and the return of American servicemen and civilians who died in Southeast Asia whose remains have not been repatriated; and

Be It Further Resolved, That the City Council of Chicago strongly urge governments of Socialist Republic of Vietnam and Laos Peoples Democratic Republic to fully cooperate with the U.S. Government in the humanitarian effort to resolve the fate of 2,483 American servicemen and civilians still missing in Southeast Asia.

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
W. DAVIS (27th Ward)	West Van Buren Street (north side) at the rear of 1220 -- 6:00 A.M. to 6:00 P.M. - - Mondays thru Fridays;
BANKS (36th Ward)	North Oak Park Avenue at 3105;
LAURINO (39th Ward)	West Lawrence Avenue (north side) at 3922 -- 6:00 A.M. to 9:00 P.M.; West Lawrence Avenue (north side) at 3918 -- 6:00 A.M. to 9:00 P.M.;
O'CONNOR (40th Ward)	North Rockwell Street (east side) from a point 65 feet south of West Leland Avenue to a point south thereof -- 8:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays;
HANSEN (44th Ward)	North Halsted Street (east side) at 3133 from a point 15 feet south of West Briar Place to a point 95 feet south thereof -- 9:00 A.M. to 12:00 midnight -- Mondays thru Sundays.

*Referred -- DISCONTINUE LOADING ZONE ON PORTION OF
WEST 66TH STREET.*

Alderman Brady (15th Ward) presented a proposed ordinance to discontinue the loading zone on West 66th Street (south side) from a point 30 feet west of South Ashland Avenue to a point 80 feet west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO
SINGLE DIRECTION ON PORTION OF NORTH CENTRAL
PARK AVENUE.*

Alderman Laurino (39th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on portion of North Central Park Avenue from West Lawrence Avenue to West Foster Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMIT PARKING OF VEHICLES DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to one hour periods during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
BRADY (15th Ward)	South Ashland Avenue (west side) from a point 202 feet south of West 66th Street to a point 90 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays;
DAMATO for CULLERTON (38th Ward)	West Irving Park Road (south side) from North Linder Avenue to North Central Avenue -- 8:00 A.M. to 8:00 P.M. -- Mondays thru Saturdays.

Referred -- AMEND AREA OF PARKING LIMITATION ON
PORTION OF WEST IRVING PARK ROAD.

Alderman Damato for Alderman Cullerton (38th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods on the south side of West Irving Park Road from North Linder Avenue to 5545 (instead of 5531), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING LIMITATION
ON PORTION OF WEST IRVING PARK ROAD.

Alderman Damato for Alderman Cullerton (38th Ward) presented a proposed ordinance to discontinue the limitation against the parking of vehicles to one hour on West Irving Park Road north side at 6100, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION AT ALL TIMES FOR PARKING
OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at all times, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
HUMES (8th Ward)	South Harper Avenue, at 9222 (except for handicapped); East 90th Place, at 1429 (except for handicapped);
HUELS (11th Ward)	South Ashland Avenue (east side), from a point 145 feet south of West 35th Street to a point 40 feet south thereof;
BRADY (15th Ward)	West 66th Street (south side), from South Ashland Avenue to the first alley west thereof;
LANGFORD (16th Ward)	South Aberdeen Street, at 6326 (except for handicapped);
GABINSKI (32nd Ward)	North Milwaukee Avenue (east side), at 1165 (except for handicapped);
LAURINO (39th Ward)	North Monticello Avenue, at 4842 (except for handicapped);
ORR (49th Ward)	North Bosworth Avenue, at 7630 (except for handicapped);

***Referred* – AMEND PROHIBITION AGAINST PARKING OF VEHICLES
AT ALL TIMES ON PORTION OF NORTH FRANKLIN STREET.**

Alderman Natarus (42nd Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times in front of 900 and 920 North Franklin Street (instead of North Franklin Street, west side, from a point 30 feet north of West Locust Street to a point 95 feet north thereof), which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* – ESTABLISHMENT OF RESIDENT PERMIT PARKING ZONES
FOR VEHICLES AT SPECIFIED LOCATIONS.**

The aldermen named below presented proposed orders to establish resident permit parking zones for vehicles at the hours and locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance and Time

SHEAHAN (19th Ward)

South Harding Avenue (both sides) from West 102nd Street to West 103rd Place -- at all times;

South Springfield Avenue (both sides) from West 101st Place to West 103rd Place -- at all times;

West 102nd Street (both sides) from South Harding Avenue to South Springfield Avenue -- at all times;

West 102nd Place from South Harding Avenue to South Springfield Avenue -- at all times;

West 102nd Street (both sides) from South Springfield Avenue to South Pulaski Road -- at all times;

KRYSTYNIAK (23rd Ward)

South Mobile Avenue (both sides) at 5500 -- 8:00 A.M. to 5:00 P.M. -- Mondays thru Fridays;

McLAUGHLIN (45th Ward)

North Kenton Avenue (both sides) at 4400 and its continuity to North Kilbourn Avenue on West Agatite Avenue -- at all times.

Referred -- PORTIONS OF SPECIFIED STREETS DESIGNATED
AS SERVICE DRIVES, ET CETERA.

Alderman Laurino (39th Ward) presented two proposed orders to designate service drives and to permit diagonal parking at said locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way

Limits

North Kedvale Avenue (both sides)

From West Lawrence Avenue to the first alley south thereof;

North Kildare Avenue (both sides)

From West Lawrence Avenue to the first alley north thereof.

Referred -- ESTABLISHMENT OF TOW AWAY ZONE ON
PORTION OF WEST WRIGHTWOOD AVENUE.

Alderman Hagopian (30th Ward) presented a proposed ordinance to establish a tow away zone at all times on West Wrightwood Avenue (south side) from the west driveway of the gas station to a point 220 feet west of the viaduct, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented a proposed ordinance and proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
BRADY (15th Ward)	West 64th Street and South Seeley Avenue -- "All Way Stop"; West 74th Street and South California Avenue -- "2-Way Stop";
LANGFORD (16th Ward)	West 61st Street and South Racine Street -- "2-Way Stop";
KELLEY for SHERMAN (21st Ward)	South Parnell Avenue at West 93rd Street -- "Stop";
McLAUGHLIN (45th Ward)	North McVicker Avenue and West Berwyn Avenue -- "2-Way Stop".

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented five proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

EVANS (4th Ward)

Dr. James L. Hall, Jr.;

HAGOPIAN (30th Ward)

Leonard Furca;

MELL (33rd Ward)

Louise M. Somers;

LAURINO (39th Ward)

Robert W. Mueller;

STONE (50th Ward)

Frank S. Libman.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Chicago Sculpture International to display certain art sculptures on North and South State Street bounded by Lake Street on the north and Adams Street on the south, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES.*

Also two proposed orders authorizing the City Comptroller to issue permits for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chas. P. Young Chicago -- construct, maintain and use a canopy at 336 South Jefferson Street;

Greyhound Lines, Inc. -- maintain and use three existing canopies at 67-93 West Lake Street, 193-195 North Clark Street and 66-82 West Randolph Street.

Presented by

ALDERMAN RUSH (2nd Ward):

Referred – GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Illinois Institute of Technology to maintain and use as now constructed a steam pipe tunnel under and across South State Street, near 34th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN EVANS (4th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 4706-4708 South Champlain Avenue and 623-625 East 47th Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 4706-4708 South Champlain Avenue and 623-625 East 47th Street 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 Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

MARIO AVIGNONE CONGRATULATED ON OCCASION OF
SIXTH ANNUAL "MARIO DAY" FESTIVITIES.

A proposed resolution reading as follows:

WHEREAS, Mario Avignone, one of our great City's more enterprising citizens, is holding the sixth annual Mario Day Dinner March 10, 1985, at the south side's Martinique Restaurant; and

WHEREAS, "Mario Day" is a day when the people named Mario in the Chicago area get together for dinner and entertainment to raise funds for the Italian Old Peoples Home in Stone Park, Illinois; and

WHEREAS, The Italian Cultural Committee of St. Anthony of Padua Catholic Church has proclaimed Sunday, March 10, 1985 as "Mario Day", in honor of this outstanding charitable event; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of February, 1985, do hereby congratulate Mario Avignone, Chairman of the Italian Cultural Committee, on the Sixth Annual "Mario Day" festivities planned for March 10, 1985, and express our gratitude to all the Marios who participate in this outstanding charitable event; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mario Avignone.

Alderman Hutchinson 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 Hutchinson, the foregoing proposed resolution was *Adopted*.

CONGRATULATIONS EXTENDED TO CARVER HIGH
SCHOOL TEACHER JOHN HARRIS.

Also a proposed resolution reading as follows:

WHEREAS, John Harris, who works with exceptional students at Chicago's great Carver High School, has won the Kate Maremont Foundation Dedicated Teacher Award for an unprecedented fourth consecutive year; and

WHEREAS, This award is given by the Chicago Region Parent-Teachers Association, and John Harris is one of only ten teachers in our City to have been so honored this year; and

WHEREAS, In addition to working with exceptional children, John Harris has created an outstanding music program at Carver. Three years ago, he supervised and produced a senior class recording of "Get Live '83," which became the first public school recording to reach the pop charts; the recording also inspired similar programs in other public schools in

the nation. The next year John Harris produced a student made recording of "Dealin' With It", an album aimed at addressing teen problems in sex, drugs and dropping out of school; both recordings have been immensely successful in reaching students far and wide and in focusing nationwide attention on Carver High and this outstanding program; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of February, 1985, A.D., do hereby offer our gratitude and our congratulations to the outstanding teacher John Harris of Carver High School, on his many achievements on behalf of our young citizens and on his influence throughout the school and throughout the nation, as well as our best wishes for this excellent public servant for many more years of happiness and encompassing contributions; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Harris.

Alderman Hutchinson 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 Hutchinson, the foregoing proposed resolution was *Adopted*.

Referred -- DESIGNATION OF PORTION OF EAST 110TH
PLACE AS "TRUE VINE DRIVE."

Also a proposed ordinance to designate East 110th Place between South Martin Luther King Jr. Drive and South Eberhart Avenue with the honorary name of "True Vine Drive" and to install appropriate street signs thereto, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PAVEMENT OF SPECIFIED PUBLIC WAYS BY
SPECIAL ASSESSMENT.

Also six proposed orders requesting the Board of Local Improvements to process the paving of specified public ways with concrete by special assessment, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alley bounded by East 109th Street, East 110th Place, South Vernon Avenue and South Eberhart Avenue;

Alley bounded by East 111th Place, East 113th Street, South Vernon Avenue and the Illinois Central railroad tracks;

Alley bounded by East 115th Street from 400 to 440 between South Front Street and South Martin Luther King Jr. Drive;

North-south alley between 811 and 817 West 129th Place;

South Wabash Avenue between the 12400 and 12500 blocks;

East 134th Place in the 700 block, between South Maryland and South Manor Avenues.

Presented by

ALDERMAN HUTCHINSON (9th Ward) and OTHERS:

Referred-- REQUEST FOR REPORT OF TREE PLANTINGS
WITHIN CITY WARDS.

A proposed order, presented by Aldermen Hutchinson, Kelley, Evans, Humes, D. Davis, Sawyer, Bloom and W. Davis, directing the Bureau of Forestry, Parkways and Beautification to publish a report of all tree plantings per ward from January 1, 1975 through December 31, 1984, which was *Referred to the Committee on Public Records and Information.*

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE JOHN E. WHIRITY.

A proposed resolution reading as follows:

WHEREAS, John E. Whirity had passed away on Saturday, February 2, 1985; and

WHEREAS, John Whirity was the beloved husband of Lillian Graff Whirity, and the devoted father of Debra Sparks, Margaret, and John, Jr.; and

WHEREAS, John was also the proud grandfather of Jennifer and Janet and the proud son of Theresa Floodas Whirity and the late William J. Whirity, Sr.; and

WHEREAS, During the course of his career, John was employed by the State of Illinois and then, the City of Chicago, and he was also a member of the Plumbers Union Local 130; and

WHEREAS, John was a resident of the 11th Ward, and a precinct captain for the 11th Ward Regular Democratic Organization; and

WHEREAS, John Whirity was a fine family man and friend to many, and he will be greatly missed by all of those that knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 27th day of February in 1985, do hereby mourn the death of John E. Whirity and that we express our deepest sympathy to his family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of John E. Whirity.

Alderman Huels 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 Huels, the foregoing proposed resolution was *Adopted*, by a rising vote.

Referred -- ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Foster & Kleiser to install a sign/signboard at 3000 South Damen Avenue, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF CHAPTER 11.1 OF MUNICIPAL CODE
CONCERNING REGULATIONS FOR FIREARM REGISTRATION.

A proposed ordinance to amend Chapter 11.1, Sections 11.1-6(a) and (b) and 11.1- 18 (a), (b) and (e) of the Chicago Municipal Code to revise specified regulations, requirements and procedures concerning the registration of firearms, which was *Referred to the Committee on Police and Fire*.

Presented by

ALDERMAN BURKE (14th Ward) and OTHERS:

MARCH 17, 1985 DECLARED ST. PATRICK'S DAY
IN CHICAGO.

A proposed resolution, presented by Aldermen Burke, McLaughlin, O'Connor, Roti, Sheahan, Brady and Huels, reading as follows:

WHEREAS, The observance of St. Patrick's Day on March 17, 1985 in tribute to the great Patron Saint of Ireland and the Irish, is a custom universally carried on by persons of all races, colors and creeds in recognition of his world-wide influence in religion and culture and education; and

WHEREAS, St. Patrick, the revered Saint of Ireland, brought the Christian Faith to Ireland as a courageous, religious missionary for which he is and always will be

remembered; the fervent devotion of the Irish to their faith has, as a result of the spirit inculcated by St. Patrick, endured through the centuries in Ireland and in the countries to which the Irish have come; and

WHEREAS, St. Patrick's Day has become a holiday not only of the Irish, but of all Americans and of people of other national origins throughout the world who recognize and honor the exemplary life, teachings and spiritual contributions of this great Saint of the Catholic Church; and

WHEREAS, We, in the City of Chicago, think it proper and fitting for St. Patrick's Day to be recognized by all people, whether they are Irish for that day only, or Irish always; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 27th day of February, 1985, St. Patrick's Day is hereby declared a day of commemoration in the City of Chicago; and further, all citizens are hereby invited and urged to participate in this day of celebration.

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, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN BRADY (15th Ward):

Referred-- ISSUANCE OF PARKING GARAGE LICENSE TO
HOLY CROSS HOSPITAL.

A proposed order directing the Director of Revenue to issue a parking garage license, free of charge, for the operation of a 370-car parking facility by Holy Cross Hospital, which was *Referred to the Committee on License*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

WEEK OF MARCH 4-11, 1985 DECLARED SUDDEN INFANT
DEATH SYNDROME AWARENESS WEEK.

A proposed resolution reading as follows:

WHEREAS, Sudden infant death syndrome (SIDS) is the number one killer of infants between 1 and 12 months of age; and

WHEREAS, Over 2,000 Chicagoland infants have been the victims of sudden infant death syndrome; and

WHEREAS, Sudden infant death syndrome is totally undetectable and unpreventable; and

WHEREAS, Babies of every race, creed, gender and nationality are victims of sudden infant death syndrome; and

WHEREAS, Medical science has no known cause or causes of sudden infant death syndrome; and

WHEREAS, Medical science has no cure for sudden infant death syndrome; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago, in meeting this 27th day of February, 1985, A.D. that the week of March 4 through March 11, 1985 be declared sudden infant death syndrome awareness week.

Alderman Sheahan 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 Sheahan, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

Referred -- AMENDMENT OF CHICAGO POLICE
HIRING PRACTICES.

A proposed resolution, presented by Aldermen Sheahan, Madrzyk, Brady, Huels, Beavers, Hansen, Gabinski, Pucinski, Krystyniak and McLaughlin, to amend current Chicago Police Department hiring practices requiring urinalysis prior to the Assessment Section of the examination, which was *Referred to a Joint Committee composed of the members of the Committee on Police and Fire, the Committee on Administration, Reorganization and Personnel, and the Committee on Employment*.

Presented by

ALDERMAN STEMBERK (22nd Ward):

Referred -- DESIGNATION OF PORTION OF SOUTH KEDZIE
AVENUE AS "AVENIDA DELGADO KANOON."

A proposed ordinance to designate South Kedzie Avenue from West Cermak Road to West 23rd Street as "Avenida Delgado Kanoon" and to erect appropriate street signs thereto, which was *Referred to the Committee on Streets and Alleys*.

Referred -- DESIGNATION OF PORTION OF WEST 31ST
STREET AS "BIRLA AVENUE".

Also a proposed ordinance to designate West 31st Street from South Kostner Avenue to South Kilbourn Avenue as "Birla Avenue" and to erect the appropriate street signs thereto, which was *Referred to the Committee on Streets and Alleys*.

Referred -- DESIGNATION OF PORTION OF WEST 31ST
STREET AS "HOME RUN INN AVENUE".

Also a proposed ordinance to designate West 31st Street from South Pulaski Road to South Kostner Avenue as "Home Run Inn Avenue" and to erect the appropriate street signs thereto, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

**CONGRATULATIONS EXTENDED ELIZABETH MURPHY ON
HER 90TH BIRTHDAY.**

A proposed resolution reading as follows:

WHEREAS, Mrs. Elizabeth Murphy, a resident of Chicago's great southwest side for the past three-quarters of a century, celebrated her 90th birthday last month; and

WHEREAS, Elizabeth Murphy, a widow, has three children, 10 grandchildren and 12 great-grandchildren, and epitomizes the solidity and continuity of family life; and

WHEREAS, A member of the Ladies Guild and Senior Citizens Club of St. Gall Parish, Mrs. Murphy has many friends of all ages throughout her community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of February, 1985, A.D., do hereby offer our congratulations to Mrs. Elizabeth Murphy on the occasion of her 90th birthday, as well as our heartiest wishes for many more rewarding years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Elizabeth Murphy.

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

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

TRIBUTE TO LATE FRANK J. SOUKAL, JR.

Also a proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to his eternal reward Frank J. Soukal, Jr., a noted businessman in the Garfield Ridge area of this great City of Chicago; and

WHEREAS, Frank J. Soukal, Jr., began a small floral business in Garfield Ridge in 1933, when he was 19 years old. His business grew to the extent that he moved to larger space at 6118 S. Archer Avenue in 1954; his business at that address still remains one of the most stable and distinguished in the community; and

WHEREAS, Frank J. Soukal, Jr., was an outstanding family man and member of many philanthropic organizations throughout the Chicagoland area; now therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of February, 1985, A.D., do hereby express our deep sorrow on the passing of Frank J. Soukal, Jr., as well as our condolences to Marion Soukal, his widow, and to his entire family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Frank J. Soukal, Jr.

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

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

Referred -- AMENDMENT OF CHAPTER 27, SECTION 27-319 OF
CHICAGO MUNICIPAL CODE CONCERNING TRUCK AND VAN
PARKING AT CURBS.

Also a proposed ordinance to amend Chapter 27, Section 27-319 of the Chicago Municipal Code to allow the parking of small trucks and vans at the curbs adjacent to owners' residences, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF DRINKING FOUNTAIN AT
SPECIFIED LOCATION.

Also a proposed order authorizing the Commissioner of the Department of Water to consider the installation of a public drinking fountain within the triangle of land bounded by West 51st Street, South Archer Avenue and South Kostner Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward) and OTHERS:

Referred -- ESTABLISHMENT OF 90-DAY AMNESTY PROGRAM
FOR DELINQUENT WATER BILL PAYMENTS.

A proposed ordinance, presented by Aldermen Krystyniak, Majerczyk, Laurino, Hagopian, Marzullo, Hansen, Nardulli, Stemberk, Sheahan, Kelley, Henry and Huels, to establish a 90-day amnesty program for persons holding delinquent water bills dated prior to July 1, 1984, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN NARDULLI (26th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION AND
DEDICATION OF SPECIFIED PUBLIC ALLEYS.

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 north 106 feet of the north-south 12-foot public alley and providing for the dedication of an east-west 16-foot public alley running east to North Ashland Avenue from the south terminus of the north-south alley to be vacated, all in the block bounded by West Division Street, West Haddon Avenue, North Marshfield Avenue, and North Ashland Avenue for La Salle National Bank and Trust Company, as Trustee, Trust No. 108570, (No. 6-26- 85-956); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Nardulli, the foregoing proposed order was *Passed*.

Referred -- OPERATION OF NEWSPAPER STAND AT WEST
DIVISION STREET AND NORTH WESTERN AVENUE.

Also a proposed order to authorize and direct the Commissioner of Public Works to issue a permit to Loay S. Anabtawi to operate a newspaper stand on the southeast corner of West Division Street and North Western Avenue during the hours of 6:30 A.M. and 5:30 P.M. daily, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred – INSTALLATION OF SIGNS/SIGNBOARDS AT
SPECIFIED LOCATIONS.

Five proposed orders for the issuance of sign permits to Doyle Signs, Incorporated to install signs/signboards, which were *Referred to the Committee on Zoning*, as follows:

- 170 square foot sign/signboard at 506 West Harrison Street for Rodeway Inn;
- 61 square foot sign/signboard at 506 West Harrison Street for Rodeway Inn;
- 80 square foot sign/signboard at 506 West Harrison Street for Rodeway Inn;
- 22 square foot sign/signboard at 506 West Harrison Street for Rodeway Inn;
- 53 square foot sign/signboard at 506 West Harrison Street for Royal Hearth Restaurant.

Presented by

ALDERMAN D. DAVIS (29th Ward) and OTHERS:

ENDORSEMENT OF UNITED STATES STUDENT ASSOCIATION'S
"RAISE" PROGRAM URGING PRESIDENT REAGAN AND
CONGRESS TO PROVIDE ADEQUATE FUNDING FOR
STUDENT AID.

A proposed resolution, presented by Alderman D. Davis, Humes, Evans, Smith, Kelley, Orr and Sawyer, reading as follows:

WHEREAS, In 1985, students are again faced with the prospect of devastating education and student financial aid cuts; and

WHEREAS, Students as future leaders have the responsibility to address the social ramifications of these drastic cuts; and

WHEREAS, The F.Y. 1986 Reagan Budget calls for a \$4,000 cap on total federal financial assistance to the individual student, a \$32,500 income eligibility ceiling for guaranteed student loans, and a \$25,000 ceiling for Pell Grants; and

WHEREAS, Reauthorization of the Higher Education Act will begin this year; and

WHEREAS, The United States Student Association has initiated the R-A-I-S-E Awareness of Issues for Students and Education Program to address these concerns; now, therefore,

Be It Resolved, That we, the Honorable Mayor Harold Washington and the Chicago City Council in meeting this 27th day of February, 1985 do hereby endorse this student activity; and

Be It Further Resolved, That we memorialize President Ronald Reagan and the United States Congress to provide adequate federal support to higher education, especially in the form of student loans, scholarships and grants.

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

On motion of Alderman D. Davis, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

**70TH ANNIVERSARY DATE CITED OF ARMENIAN
GENOCIDE.**

A proposed resolution reading as follows:

WHEREAS, April 24, 1985, marks the 70th Anniversary of one of the most heinous incidents in modern history, the wholesale slaughter of thousands of Armenian men, women and children planned and executed by a Turkish government which went unpunished and which has yet to be acknowledged by any successive Turkish government; and

WHEREAS, The Armenian Genocide is now recognized as the first genocide in modern history, having taken place while other nations looked on apathetically. It is still a horrible memory to those few survivors who remain, and persists as a source of shock and pain to Armenians everywhere, and indeed to all good citizens of the world; and

WHEREAS, The logo of this 70th Anniversary Commemorative shows flames rising behind Mt. Ararat, the symbol of Armenian survival. The flames symbolize the holocaust of 1915, as well as the present-day struggle and endurance of the Armenian people. Above the flames rises a phoenix, symbolizing the renewed birth of the Armenian nation from the ashes of the holocaust; and

WHEREAS, In order to transmit to new generations the legacy of the survivors of the Armenian Genocide, as well as the legacy of struggle and survival, a week-long program is planned to commemorate this incident, branching throughout this great United States of America and culminating with a symbolic service at the Arlington National Cemetery Amphitheatre Sunday, April 28, 1985, where thousands of Armenians and their friends will gather; and

WHEREAS, As part of the commemorative activities, the Armenian community of the Chicagoland area is planning an outdoor commemorative program at the Daley Center Plaza during that week; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of February, 1985, A.D., do hereby take cognizance of the 70th Anniversary of the Armenian Genocide and call to the attention of all the citizens of this great City the many commemorative events which are designed to make us all remember one of modern history's most disgraceful and heinous moments.

Alderman Hagopian 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 Hagopian, seconded by Aldermen Stone, Pucinski and Natarus, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- ISSUANCE OF PERMIT TO OPERATE CARNIVAL ON
PORTION OF WEST LUIS MUNOZ MARIN DRIVE.

A proposed order authorizing the Commissioner of Public Works to issue a permit to the Puerto Rican Parade Committee, c/o Raul Lorenzi, President, for the operation of a carnival on West Luis Munoz Marin Drive between North Humboldt Boulevard and West LeMoyne Street for the period of June 11 through 17, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- ISSUANCE OF PERMITS FOR INSTALLATION OF
SIGNS/SIGNBOARDS.

Four proposed orders directing the Commissioner of Inspectional Services to issue four sign permits to Grate Signs for the installation of specified signs/signboards for Fair Muffler, which were *Referred to the Committee on Zoning*, as follows:

2747-2757 North California Avenue -- two square foot area sign;

2757 North California Avenue -- seventeen square foot area sign;

2757 North California Avenue -- forty square foot area sign;

2757 North California Avenue -- ninety-eight square foot area sign.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred – INSTALLATION OF CATCHBASIN AT SPECIFIED LOCATION.

A proposed order authorizing and directing the Commissioner of Sewers to consider the installation of a catchbasin at the first north-south alley east of North LaCrosse Avenue at North Hiawatha Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

PROCLAMATION OF MARCH 19, 1985 AS ST. JOSEPH'S DAY IN CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Annually on the 19th of March the Roman Catholic Church celebrates the Feast Day of St. Joseph; and

WHEREAS, St. Joseph's Day is especially observed by Roman Catholics of Polish and Italian descent; and

WHEREAS, The observance of that Feast Day demonstrates the profound spiritual influence of this great figure in the history of the Christian faith; and

WHEREAS, St. Joseph is the patron saint of fathers, families, and carpenters; and

WHEREAS, St. Joseph is widely regarded as the patron saint of workers, whose Feast Day is characterized by the preparation of tables laden with food which all are invited to enjoy and all contributions are set aside for the use of the poor; now therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago assembled this 27th day of February 1985, that St. Joseph's Day, March 19, 1985, is hereby declared a day of commemoration in the City of Chicago.

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

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

Presented by

ALDERMAN NATARUS (42nd Ward):

REPEAL OF PARKING METER AREAS ON PORTIONS OF NORTH HUDSON AVENUE AND WEST HURON STREET.

A proposed ordinance reading as follows:

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

SECTION 1. That an ordinance passed by the City Council on October 31, 1984, printed on page 10683 of the Journal of the Proceedings of said date, which established a parking meter area on:

Street	Limits
North Hudson Avenue (both sides)	Between West Huron Street and West Erie Street
West Huron Street (both sides)	Between North Hudson Avenue and North Kingsbury Street -- 8 A.M. to 6 P.M. -- Monday thru Saturday

be and the same is hereby repealed.

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

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

Thereupon on motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to 1500 Associates- Loft Development to construct, maintain and use a stairway located on West Blackhawk Street adjacent to the building at 1500 North Halsted Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO CONSTRUCT AND
MAINTAIN CANOPIES.

Also a proposed order authorizing the City Comptroller to issue a permit to LaSalle National Bank, under Trust 106473, to construct, maintain and use three canopies attached to the building or structure at 446 East Ontario Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

Also a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Foster & Kleiser to install a sign/signboard at 350 North La Salle Street for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN HANSEN (44th Ward):

Referred -- ISSUANCE OF PUBLIC PLACE OF AMUSEMENT
LICENSE FOR OPERATION OF ATHENAEUM THEATRE.

A proposed ordinance directing the Department of Revenue to issue a public place of amusement license, free of charge, to the Redemptorist Fathers of Saint Alphonsus Parish of Chicago, Incorporated for the operation of The Athenaeum Theatre, which was *Referred to the Committee on License*.

Presented by

ALDERMAN HANSEN (44th Ward) and OTHERS:

Referred -- SUPPORT OF NATIONAL HEALTH SERVICE TO
ASSURE QUALITY HEALTH CARE FOR ALL.

A proposed resolution, presented by Aldermen Hansen, Evans and Orr, expressing an opinion in support of a National Health Service to assure all citizens quality health care, et cetera, which was *Referred to the Committee on Health*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- AMENDMENT OF CHAPTER 135 OF MUNICIPAL
CODE CONCERNING NOTIFICATION OF
CERTAIN REGULATION CHANGES TO
CERTAIN LICENSE APPLICANTS.

A proposed ordinance to amend Chapter 135 of the Chicago Municipal Code by adding thereto a new section to be known as Section 135-16 which would require that notification be given to each paint and hardware store license applicant of any regulation changes affecting said business, which was *Referred to the Committee on License*.

Presented by

ALDERMAN VOLINI (48th Ward):

Referred - PUBLIC HEARINGS URGED TO BE HELD IN
REFERENCE TO SECURITY IN SENIOR CITIZEN
BUILDINGS OPERATED BY CHICAGO
HOUSING AUTHORITY.

A proposed resolution urging that public hearings be held concerning security in Chicago Housing Authority-operated buildings for the elderly, which was *Referred to the Committee on Aging and Disabled*.

Presented by

**ALDERMAN ORR (49th Ward) and ALDERMAN VOLINI
(48th Ward):**

Referred - CALL FOR CITY COUNCIL HEARINGS
CONCERNING EFFECT OF FEDERAL BUDGET
CUTS ON SENIOR CITIZENS.

A proposed resolution calling for committee hearings to be held by the Committee on Aging and Disabled to investigate the impact which federal budget cuts would have on senior citizens, which was *Referred to the Committee on Aging and Disabled*.

Presented by

ALDERMAN ORR (49th Ward) and OTHERS:

Referred - UNITED STATES CONGRESS URGED TO OPPOSE
PROPOSED PRESIDENTIAL BUDGET CUTS
AFFECTING CHICAGO.

A proposed resolution, presented by Aldermen Orr, Bloom, Sawyer, Evans, Tillman, Rush, D. Davis, Smith and W. Davis, urging the United States Congress to oppose the budget reductions presented by the Reagan Administration which would affect Chicago and other cities across the nation, which was *Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN STONE (50th Ward):

CONGRATULATIONS EXTENDED TO SOUTHTOWN ECONOMIST
SENIOR POLITICAL REPORTER RAY HANANIA AND
BEST WISHES FOR SUCCESSFUL AND
PROSPEROUS FUTURE.

A proposed resolution reading as follows:

WHEREAS, Ray Hanania, senior political reporter for the Southtown Economist Newspapers, which serves the southwest side of Chicago, in the 11th, 12th, 13th, 14th, 15th, 18th, and 23rd Wards; and

WHEREAS, Ray Hanania started covering City Hall in December, 1978, before the blizzard that changed Chicago's political history, covering the last months of the Bilandic Administration, four years of Jane Byrne, and two years of Harold Washington; and

WHEREAS, McMullen threatened to punch Hanania in the nose . . . Jane Byrne called him scum . . . politicians on the southwest side compared Hanania to "Rasputin" and "Royko"; and

WHEREAS, Ray Hanania, who attended Northern Illinois University and Chicago Circle Campus, got into journalism by accident; and

WHEREAS, At Circle Campus, Ray Hanania was befriended by the late professor, Milton Rakove, studied under him for three years, Professor Rakove steered Ray Hanania away from a major in Middle East Studies, telling Ray it was safer to be a political terrorist at City Hall in Chicago than behind a sand dune in the Middle East; and

WHEREAS, Alderman Vrdolyak once told Ray it was time to find some honest work, Hanania says he has decided to take his advice; and

WHEREAS, Ray Hanania will be leaving the Southtown Economist Newspaper and City Hall on Friday, March 8, 1985, to be a political and government reporter for the Joliet Herald News, and may continue to write his grapevine column for the Southtown Economist Newspaper, at a lesser frequency; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this 27th day of February, 1985, do hereby extend our heartiest congratulations and best wishes for a successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be forwarded to Ray Hanania.

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 Natarus, Mell, Pucinski, Sheahan, Humes, Kelley, Evans, Burke, and Madrzyk, the foregoing proposed resolution was *Adopted* by a viva voce vote

**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 SMITH (28th Ward):

Bethel New Life, Inc. -- for violation corrections on the premises known as 4245-47 W. Maypole Avenue.

Bethel New Life, Inc. -- for remodeling existing church structure on the premises known as 367 N. Karlov Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

North River Commission, 3446 W. Lawrence Avenue -- for remodeling second floor on the premises known as 4745 N. Kedzie Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

El Hogar del Nino/Cuidar Day Care Center, 1854 S. Racine Avenue.

BY ALDERMAN W. DAVIS (27th Ward):

Marillac House Class I Day Care Center, 2822 W. Jackson Boulevard.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Child Care Center, 7435 W. Talcott Avenue.

BY ALDERMAN STONE (50th Ward):

Bernard Horwich Day Care Center, 3003 W. Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN KOTLARZ (35th Ward):

New Polish Immigration, 5844 N. Milwaukee Avenue.

BY ALDERMAN LAURINO (39th Ward):

North Park College, 5125 N. Spaulding Avenue.

BY ALDERMAN STONE (50th Ward):

Chicago Service for Rehabilitation, 4001 W. Devon Avenue.

REFUND OF FEE:

BY ALDERMAN ORBACH (46th Ward):

Gilbert Purze, 800 N. Clark Street (for building at 2356 N. Lincoln Avenue) -- Refund of Building Permit No. 621910 for the amount of \$3,517.25.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (September 25, 1984).

Alderman Laurino moved to *Correct* the printed Official Journal of the regular meeting held on Tuesday, September 25, 1984, as follows:

Page 9703 -- by deleting lines twelve, thirteen and fourteen from the top of the page on the right hand side and inserting in lieu thereof "W. 57th Street (ns) from S. Narragansett Avenue to the first alley west thereof -- extension of Zone 29 -- 8 A.M. to 6 P.M. -- Monday thru Friday".

The motion to correct *Prevailed*.

JOURNAL (February 27, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on February 27, 1985 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading, thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**CHAPTER 194A OF MUNICIPAL CODE AMENDED CONCERNING
CHANGE OF USE IN NON-CONFORMING BUILDINGS.**

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of February 20, 1985, pages 13811-13812, recommending that the City Council pass a proposed ordinance amending Chapter 194A of the Municipal Code (the Chicago Zoning Ordinance) concerning change of use in non-conforming buildings.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 194A of the Municipal Code, the Chicago Zoning Ordinance is hereby amended by deleting the language in brackets and adding the language in italics as follows:

6.4-7. Change of Use in Non-Conforming Buildings. The non-conforming use of a building or structure, all or substantially all of which is designed or intended for a use not permitted in the district in which it is located, may be changed to a use permitted in the same district as the non-conforming use which presently occupies the building or structure or to a use permitted in a more restrictive district, [but] *provided that such a proposed use is similar to or more restrictive than the prior non-conforming use at the site. To determine whether the proposed changed use meets the above standard, there shall be an evaluation of the hours of operation, vehicular traffic and noise levels generated by the use, the number of people reasonably expected to be attracted to the premises and other factors affecting other property or uses in the neighborhood in which it is located. The alderman of the ward in which such non-conforming use is located shall be notified in writing, at least ten working days prior to any such determination by the Zoning Administrator pursuant to this section.* No such change shall extend or otherwise modify the provisions for elimination of such non-conforming building or structure and the use thereof as provided in subsection 6.4-8 hereof. For the purpose of this subsection only, the R1 District shall be considered the most restrictive and the M3 District the least restrictive district.

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

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

27 students from Steinmetz High School accompanied by Mr. Michael Altman.

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 meeting held on Wednesday the twenty- seventh (27th) day of February, 1985, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twentieth (20th) day of March, 1985, 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 Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, March 20, 1985, at 10:00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.

