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COPY

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

Regular Meeting—Wednesday, July 15, 1987

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

Absent -- Aldermen Vrdolyak, J. Evans, Butler, Mell.

Call To Order.

On Wednesday, July 15, 1987 at 11:03 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, T. Evans, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Jones, Garcia, Soliz, Gutierrez, Smith, Davis, Figueroa, Kotlarz, Banks, Giles, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 32.

Quorum present.

Invocation.

Alderman Danny K. Davis (29th Ward) opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Placed On File -- DESIGNATION OF MR. SOL BRANDZEL AS CHAIRMAN OF BOARD OF ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN--I have designated Mr. Sol Brandzel as Chairman of the Board of Ethics. I submit this communication for your information.

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

Referred -- APPOINTMENT OF MR. ANGELES L. EAMES AS MEMBER OF BOARD OF ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Mr. Angeles L. Eames as a member of the Board of Ethics for a one-year term expiring August 1, 1988.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MS. ADA NIVIA LOPEZ AS MEMBER OF BOARD OF EDUCATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Ms. Ada Nivia Lopez as a member of the Board of Education, replacing Myrna Edith Salazar, for a five- year term expiring May 1, 1992.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- REAPPOINTMENT OF MR. CLARK BURRUS AS MEMBER OF BOARD OF EDUCATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed Mr. Clark Burrus as a member of the Board of Education for a five-year term expiring May 1, 1992.

Your favorable consideration of this reappointment will be appreciated.

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

Referred -- REAPPOINTMENT OF MR. JAMES I. CHARLETON TO CHICAGO TRANSIT AUTHORTIY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed James I. Charleton to the Chicago Transit Authority for the term ending September 1, 1994.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MS. JEANNE RANDALL MALKIN TO CULTURAL AFFAIRS ADVISORY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Jeanne Randall Malkin to the Advisory Board on Cultural Affairs for a term ending March 20, 1989, replacing Dempsey Travis.

Your favorable consideration of this reappointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. BRUCE SAGAN AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Bruce Sagan as a Commissioner of the Chicago Housing Authority for the term ending January 1, 1988, replacing Renault Robinson.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MS. GERALDINE MC PARTLIN TO ENVIRONMENTAL APPEALS BOARD.

The Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Energy, Environmental Protection and Public Utilities:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Geraldine McPartlin to the Environmental Appeals Board to replace James J. McCarthy for the term expiring May 20, 1989.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MS. PATRICIA R. BUSH, M.D. TO ENVIRONMENTAL APPEALS BOARD.

The Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Energy, Environmental Protection and Public Utilities:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Patricia R. Bush, M.D. to the Environmental Appeals Board to replace Joanne Saunders for the term expiring May 20, 1989.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. SCOTT BERNSTEIN TO ENVIRONMENTAL APPEALS BOARD.

The Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Energy, Environmental Protection and Public Utilities:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Scott Bernstein to the Environmental Appeals Board to replace John Moutoussamy for the term expiring May 20, 1989.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPLICATION FOR AND EXECUTION OF URBAN DEVELOPMENT ACTION GRANT AGREEMENT WITH UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR PARTIAL FUNDING OF HISPANIC COMMUNITY CENTER.

The 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

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the First Deputy of the Department of Economic Development, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development in the amount of $2,000,000 for the Hispanic Community Center, and in the event the application is successful, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- BOUNDARY ENLARGEMENT OF SPECIAL SERVICE AREA NUMBER 7.

The 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

July 15, 1987.

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 enlarging the boundaries of Special Service Area Number Seven.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- GREATER WESTSIDE DEVELOPMENT CORPORATION DESIGNATED AS ZONE ORGANIZATION FOR ENTERPRISE ZONE I.

The 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

July 15, 1987.

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 designating the Greater Westside Development Corporation as a Designated Zone Organization for Enterprise Zone I.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- PURCHASE OF $500,000 IN NOTES ISSUED BY CCF VENTURES, INCORPORATED AND EXECUTION OF SUBSCRIPTION AGREEMENT.

The 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

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the First Deputy Commissioner of the Department of Economic Development (the "Commissioner"), I transmit herewith an ordinance providing for the purchase by the City of Chicago (the "City") of $500,000 in principal amount of Notes issued by CCF Ventures, Inc., and providing for the execution by the Commissioner, on behalf of the City, of a Subscription Agreement.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY CONCERNING ARCHITECTURAL SERVICES AND CONSTRUCTION OF PEDESTRIAN ACCESS BETWEEN STATE OF ILLINOIS CENTER AND CITY HALL/ COUNTY BUILDING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the Commissioner of Public Works to enter into an agreement with the Cook County Board of Commissioners whereby the City will reimburse the County for architectural drawings and will pay for the construction of an underground pedestrian walkway between the State of Illinois Center and City Hall/County Building.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF 1986 AND 1987 TAX LEVY AND TENDER NOTE ORDINANCES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance amending the 1986 and 1987 tax levy and tender note ordinances.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- COMMUNITY DEVELOPMENT FLOAT LOAN FOR COMPLETION OF CHICAGO THEATER AND PAGE BROTHERS BUILDING REHABILITATION PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the making of a C.D. Float Loan in the amount of $2,600,000 to the Chicago Theater Restoration Associates. The loan is to be used to assist in financing the completion of the rehabilitation of the Chicago Theater and the Page Brothers Building at 175--189 North State Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A, CHICAGO ZONING ORDINANCE, REGARDING ZONING CLASSIFICATIONS FOR INTER-TRACK WAGERING FACILITIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Zoning Administrator, I transmit herewith an amendment to the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of the City of Chicago, regarding zoning classifications for inter-track wagering facilities.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXCLUSION OF CITY OF CHICAGO FROM LOCAL GOVERNMENT PROMPT PAYMENT ACT.

The 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

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance excluding the City of Chicago from the Local Government Prompt Payment Act.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE OF TAX INCREMENT ALLOCATION REVENUE BONDS FOR REDEVELOPMENT OF VACANT LAND AND CONSTRUCTION OF RETAIL SHOPPING CENTER AT 53RD STREET AND DAN RYAN EXPRESSWAY.

The 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

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the First Deputy Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the issuance of not to exceed $2,500,000 tax increment allocation revenue bonds and the execution of documents related thereto.

Your favorable consideration of this ordinance would be appreciated.

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

Rules Suspended -- MUNICIPAL CODE CHAPTER 24, SECTION 24-4(b) AMENDED TO PROVIDE COMPENSATION FOR CHAIRMAN OF CULTURAL AFFAIRS ADVISORY BOARD.

The Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Cultural Affairs, I transmit herewith an ordinance providing for the compensated position of Chairman of the Advisory Board on Cultural Affairs.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Gutierrez moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed.*

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 24, §24-3(c) of the Municipal Code of Chicago is hereby amended by adding the language in italics as follows:

(c) Initial appointments shall be made as follows:

(1) Seven members for one year terms each;

(2) Seven members for two year terms each; and

(3) Seven members for three year terms each.

Thereafter, appointments shall be three year terms. *The Mayor shall designate one member as Chairman.*

SECTION 2. That Chapter 24, *24-4(b) of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

(b) No member of the Advisory Board *except the Chairman* may receive compensation, but each member may be reimbursed for expenses reasonably incurred in the performance of his duties. *The Chairman shall receive as compensation an amount as set by the City Council in the annual appropriation ordinance.*

SECTION 3. This ordinance shall become effective upon passage.

Rules Suspended -- TRANSFER OF FUNDS AUTHORIZED TO PROVIDE COMPENSATION FOR CHAIRMAN OF ADVISORY BOARD ON CULTURAL AFFAIRS.

The Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 15, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance providing for compensation for the Chairman of the Advisory Board on Cultural Affairs.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. Compensation for the position of Chairman of the Advisory Board of Cultural Affairs shall be $12,500 for the period commencing July 1, 1987 and ending December 31, 1987.

SECTION 2. The Comptroller and heads of all departments and other agencies of the City government shall administer the amount appropriated in this ordinance by standard accounts as specified by code numbers and letters, designations of which may be amended or altered by the Comptroller or the Commissioner of Personnel to suit the need of proper classification in accordance with the standard classification of accounts and with the official manual of the City of Chicago issued by the Department of Finance in which are specified the details of commodities, services, benefits and claims chargeable to the respective standard accounts.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year of 1987:

FROM:

Account	Fund	Dept.	Organ.	Approp.	Amount
Prof. and Tech. Services	0100	23	2005	0140	$5,000
Publications (inside)	0100	23	2005	0150	$4,000
Maint. of Vehicles	0100	23	2005	0176	$2,000
Stat. and Office Supplies	0100	23	2005	0350	$1,500

TO:

Account	Fund	Dept.	Organ.	Approp.	Amount
Salaries and Wages - On Payroll	0100	23	2005	0005	$12,500

SECTION 4. The sole purpose of this transfer of funds is for compensating the position of Chairman of the Advisory Board of Cultural Affairs, and the City Comptroller shall not authorize the payment of any vouchers against this fund in excess of the total amount shown and in any case in excess of $2,084 per month.

SECTION 5. This ordinance shall take effect from and after its passage.

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

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

Placed On File -- REPORTS AND DOCUMENTS OF COMMONWEALTH EDISON COMPANY.

The following communication from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of June 30, 1987, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company as listed below:

Statement for bills issued in July, 1987 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Revised monthly statements of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the months January and February, 1987.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the months April and May, 1987.

Conservation Program Clause, relating to Rider No. 21, for the month July, 1987.

Commonwealth Edison Company's Current Report on Form 8-K for June 8, 1987, as filed with the Securities and Exchange Commission.

Commonwealth Edison Company's Current Report on Form 8-K for June 12, 1987, as filed with the Securities and Exchange Commission."

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

Also, the annual statement for the year ended 1986 of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, as prepared by Actuary Donald F. Campbell, and transmitted by Mr. James Capasso, Jr., Executive Director, which was *Placed on File.*

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

Also, copies of resolutions adopted by the Chicago Plan Commission on July 9, 1987, and reports of the Department of Planning, approving the following proposals, which were *Placed on File:*

Department Of Housing, City Real Estate Section.

Disposition Of Vacant City-Owned Properties.

Referral Number	Address
87-130-02	5025 West Chicago Avenue
87-131-02	3406--3408 West Adams Street
87-132-02	1721 South Jefferson Avenue
87-133-02	1538 West 21st Street
87-134-02	3925 South King Drive
87-135-02	4551 South Forrestville Avenue
87-136-02	5048 South Ashland Avenue
87-137-02	5403 South Bishop Street
87-138-02	6325 South Ellis Avenue
87-139-02	6446--6448 South Harvard Avenue

Referral Number	Address
87-140-02	334--336 West 65th Street
87-141-02	7020 South Stony Island Avenue
87-142-02	7024 South Stony Island Avenue
87-143-02	1615--1619 East 85th Street
87-144-02	8748 South Emerald Avenue
87-146-02	5300--5458 South Federal Avenue/ 100--110 West Garfield Boulevard
87-148-02	2824 West Washington Boulevard
87-149-02	2852--2854 West Washington Boulevard
87-150-02	2436 West Madison Street
87-151-02	2455--2457 West Madison Street
87-152-02	2930 West Madison Street
87-153-02	3322 West Warren Boulevard
87-154-02	2853 West Monroe Street
87-155-02	2738 West Wilcox Street
87-156-02	101--111 South Francisco Avenue
87-157-02	418 South Kedzie Avenue
87-158-02	4210--4212 West Armitage Avenue
87-159-02	1624 North Artesian Avenue
87-160-02	1227--1229 South Tripp Avenue
87-161-02	4012 West 16th Street

Referral Number	Address
87-162-02	4951--4953 South Forrestville Avenue
87-163-02	156 West 57th Place
87-164-02	6721 South Halsted Street
87-165-02	6824--6830 South Halsted Street
87-166-02	7241 South Harvard Avenue
87-167-02	7253--7255 South Harvard Avenue

Department Of Public Works.

Referral Number	Proposal
87-147-06	51st Street roadway reconstruction -- Central Avenue to Normandy Avenue.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc., which were passed by the City Council on June 30, 1987, 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 July 13, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on June 30, 1987, 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:

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

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

Joseph P. Cacciatore--to classify as a B4-1 Restricted Service District instead of an R2 Single Family Residence District the area shown on Map No. 5-N bounded by

West Armitage Avenue; North Oak Park Avenue; the alley next south of and parallel to West Armitage Avenue; and a line 76.55 feet west of and parallel to North Oak Park Avenue.

Robert L. Kozonis--to classify as a C1-1 Restricted Commercial District instead of an R2 Single Family Residence District the area shown on Map No. 9-0 bounded by

the alley next south of and parallel to West Irving Park Road; West Forest Preserve Avenue; a line perpendicular to West Forest Preserve Avenue beginning at a point 166.40 feet southwest of the alley next south of and parallel to West Irving Park Road (as measured along the north line of West Forest Preserve Avenue) to a point 193.99 feet west of the intersection of West Forest Preserve Avenue and the alley next south of and parallel to West Irving Park Road (as measured along the south line of the alley next south of and parallel to West Irving Park Road).

Thomas Mahoney--to classify as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 12-M bounded by

a line 214.5 feet south of and parallel to West 51st Street; the alley next east of and parallel to South Mulligan Avenue; a line 304.5 feet south of and parallel to West 51st Street; and South Mulligan Avenue.

J. Stuart Sargent--to classify as a C3-5 Commercial Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

West Erie Street; North Wells Street; a line 53 feet north of and parallel to West Ontario Street; the alley next west of and parallel to North Wells Street; the alley next north of and parallel to West Ontario Street; and a line 75 feet west of and parallel to the alley next west of and parallel to North Wells Street.

Ramsey S. Shaw--to classify as a C1-2 Restricted Commercial District instead of an R2 Single Family Residence District the area shown on Map No. 22-E bounded by

East 87th Place; the alley next west of and parallel to South Cottage Grove Avenue; the alley next south of and parallel to East 87th Place; a line 106.79 feet west of and parallel to the alley that is next west of and parallel to South Cottage Grove Avenue; a line 20.50 feet north of and parallel to the alley next south of and parallel to East 87th Place; and a line 96.29 feet west of and parallel to the alley next west of and parallel to South Cottage Grove Avenue.

Referred--CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Ins. Co. and William Thompson, Alonza Jamie, Anderson John;

Bavirsha Barbara, Bochniak Joseph A., Brody Howard S.;

Cardona Gwendolyn, Ciciora Neal, Clodi Gary, Cottage Steven J.;

DeMatoff Gregory R., Didinsky Mira;

Eckhaus Robert W., Elam Teryl R.;

Feliciano Jose, Ferguson Mary, Fields Geo. F.;

Giannakopoulos Elias, Green Richard, Guttman Rick;

Hahlbeck Elizabeth, Hatchett Shelia, Hoffman Herschel, Hollinshead Tom and Ada;

Johnson Catherleen M., Johnson Gladys, Jones Dwight, Joseph Mitchell;

Kaminsky Bruce, Kanne Herbert;

Leeder William, Leonard Kevin, Losito Frank and Minnie;

Mamon Janet L.;

Naeem Mohammed;

Olavarria Primitivo;

Pace Mary J., Peele-Masek Mary, Peoples Gas Light and Coke Co. (7), Petrovich Milena, Prato Maria L., Prince Sammie, Puckett Marlon;

Scaletta Patrick, Shell Eleanor, Smith Bart D., Sorenson Richard, State Farm Ins. Co. and Paul Tarini;

Tetti Robert A., Thompson Leroy Sr., Towler Floritta;

Underwriters Adjusting Co. and Bernard Kornstein;

Vaughan Lynda H.;

Wittwer Jerry, Woods Willie.

Referred -- REQUEST FOR PLAYLOT AND TRAFFIC RESTRICTION AT SPECIFIED AREA.

Also, a communication and resolutions received in the Office of the City Clerk from Ms. Louisa Ridley Hillbryant requesting that the City Council consider the establishment of a one-way traffic restriction on a portion of West Monroe Street, between Oakley and Western Avenues; also, the establishment of a playlot at 2342- -2350 West Monroe Street, which were *Referred to the Committee on Traffic Control and Safety.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MS. MARY SKIPTON AS PURCHASING AGENT OF CITY OF CHICAGO FOR TERM ENDING DECEMBER 31, 1987.

The Committee on Finance submitted the following report:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on Finance submitted a report recommending the appointment of Mary Skipton as Purchasing Agent of the City of Chicago for a term ending December 31, 1987 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed report transmitted herewith.

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

Respectfully submitted,
(Signed) TIMOTHY C. EVANS.
Chairman.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said appointment of Ms. Mary Skipton as Purchasing Agent of the City of Chicago was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

CITY OF CHICAGO AUTHORIZED TO ISSUE AND SELL MULTI-FAMILY HOUSING REVENUE BONDS FOR CONSTRUCTION OF RESIDENTIAL HOUSING COMPLEX LOCATED AT 7130 AND 7150--7156 SOUTH CYRIL COURT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance and sale by the City of Chicago of its Multi-Family Housing Revenue Bonds for the construction of a residential housing complex to be located at 7130 and 7150--7156 South Cyril Court.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

* * * * * * * * * * * *

WHEREAS, The City of Chicago (the "City") is a municipal corporation and home rule unit of local government under the Constitution and laws of the State of Illinois; and

WHEREAS, As a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, It is necessary and in the best interests of the City to (1) provide for and promote the public health, safety and welfare; (2) relieve conditions of unemployment and encourage the increase of industrial and commercial activities and economic development of the City, so as to reduce the evils attendant upon unemployment; (3) provide for efficient, well planned urban growth and development, including the prevention and elimination of slum areas and urban blight; and (4) preserve and increase the City's *ad valorem* tax based; and

WHEREAS, This City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing which persons, including those of low and moderate income, can afford, and that such housing shortage is harmful to health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, Private enterprise and investment have been unable without assistance, to provide the needed decent, safe and sanitary rental housing or to provide sufficient mortgage financing at reasonable rates for such rental housing; and

WHEREAS, On August 28, 1986, this City Council adopted an ordinance declaring its intent to issue housing revenue bonds to finance the construction, rehabilitation and equipping of certain real property located at 7130 South Cyril Court and 7150--7156 South Cyril Court in the City, for a residential rental housing development consisting of approximately 205 dwelling units, intended to be occupied by persons of low or moderate income (the "Project"); and

WHEREAS, It is necessary and desireable for the City to assist in financing the costs of constructing, rehabilitating and equipping the Project in order to increase the supply of decent, safe and sanitary rental housing within the corporate limits of the City, to enhance the tax base and the general welfare of the City and its inhabitants; and

WHEREAS, It is proposed that Banton Mortgage Company, a corporation organized and existing under the laws of Tennessee, (the "Lender") make a loan (the "Loan") to Cyril Court Partnership, an Illinois limited partnership (the "Borrower"), to enable the Borrower to accomplish the construction, rehabilitation and equipping of the Project, all as set forth in the Financing Agreement among the Issuer, the Borrower, the Lender, and First American National Bank of Nashville, as trustee (the Trustee") (the "Financing Agreement") and the Trust Indenture hereinafter referred to; and

WHEREAS, The Lender has issued its commitment to make the Loan which provides for coinsurance ("F.H.A. coinsurance") by the United States Federal Housing Administration ("F.H.A.") of the advances made by the Lender under the Loan pursuant to the provisions and the requirements of Sections 221(d) (4) and 244 of Title II of the National Housing Act of 1934, as amended; and

WHEREAS, In order to provide moneys to fund the Loan, the City has determined to issue its tax-exempt Multi-Family Housing Revenue Bonds, Series 1987A (G.N.M.A. Collateralized-Cyril Court Apartments Project) (the "Series 1987A Bonds") in an aggregate principal amount not to exceed $5,370,000 and its Multi-Family Housing Revenue Bonds, Taxable Series 1987B (G.N.M.A. Collateralized-Cyril Court Apartments

Project) (the "Series 1987B Taxable Bonds") in the aggregate principal amount not to exceed $1,066,700 (collectively referred to as the "Bonds"); and

WHEREAS, The Bonds will be secured by fully modified mortgage backed pass- through securities which will be issued by the Lender and which are fully guaranteed as to principal and interest by the Government National Mortgage Association (the "G.N.M.A. Securities"); and

WHEREAS, The proceeds of the Bonds will be used by the Trustee to purchase the G.N.M.A. Securities from the Lender in order to provide funds to the Lender to make advances on the Loan as such advances are approved by the Lender for F.H.A. Coinsurance; and

WHEREAS, Benton & Company (the "Purchaser") has submitted to the City a proposed form of the Bond Purchase Agreement (the "Bond Purchase Agreement") relating to the Bonds; and

WHEREAS, The City or a duly authorized representative has held a public hearing concerning the issuance of the Bonds following reasonable public notice of such hearing in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and may also hold additional hearings in accordance with such requirements, at the request of Bond Counsel; and

WHEREAS, Forms of the Bond Purchase Agreement, the Financing Agreement, the Trust Indenture by and between the City and the Trustee dated as of June 20, 1987 (the "Trust Indenture") and the Land Use Restriction Agreement by and among the Borrower, the City and the Trustee dated as of June 20, 1987 (the "Land Use Restriction Agreement") have been presented to and are before this meeting; now, therefore,

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

SECTION 1. Definitions. All defined terms used herein and those not otherwise defined herein shall have the respective meanings given to them in the Trust Indenture with respect to the Bonds.

Any reference herein to the City, or to any officers thereof, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof", "hereby", "hereto", "hereunder," and similar terms, mean this Bond Ordinance.

SECTION 2. Determinations of City Council. In order to promote the general welfare of the City and its inhabitants by increasing the City's *ad valorem* tax base and in furtherance of the other public purposes set forth above, the Project is authorized to be financed as described herein. A portion of the total estimated cost of the Project will be financed by the issuance of the Bonds hereinafter authorized and the application of the proceeds thereof to the purchase of the G.N.M.A. Securities as provided in the Trust

Indenture and the Financing Agreement. It is hereby found and declared that the financing of the Project and the use of the Project by the Borrower is necessary to accomplish the public purposes described herein and in the preambles hereto, and that, in order to further secure the Bonds, the assignment by the City to the Trustee of the City's rights and interests to the G.N.M.A. Securities and related documents pursuant to the Trust Indenture is necessary and proper.

SECTION 3. Authorization of the Bonds. It is hereby determined to be necessary to, and the City shall, issue, sell and deliver, as provided and authorized herein, tax-exempt Multi-Family Housing Revenue Bonds, Series 1987A (G.N.M.A. Collateralized-Cyril Court Apartments Project) (the "Series 1987A Bonds") in an aggregate principal amount not to exceed $5,370,000 and Multi-Family Housing Revenue Bonds, Taxable Series 1987B (G.N.M.A. Collateralized-Cyril Court Apartments Project) (the "Series 1987B Taxable Bonds") in an aggregate principal amount not to exceed $1,066,700 in substantially the forms set forth in the Trust Indenture, as executed and delivered, the proceeds of which will be held by the Trustee under the Trust Indenture and used to acquire G.N.M.A. Securities representing Loan advances to provide interim and permanent financing to the Borrower, to pay the cost of the construction, rehabilitation and equipping of the Project.

SECTION 4. Terms and Execution of the Bonds. The Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of $5,000.00 each or any integral multiple thereof (except one Series 1987B Taxable Bond may be in a different denomination) numbered consecutively by series from 1 upward (with such additional identifying letter designations as may be requested by the Purchaser), and shall be payable at the office of the Trustee. The Bonds shall mature on the dates and in the amounts, have such terms, bear interest at the rates (not in excess of 7.35% per annum for the Series 1987A Bonds and 9.00% per annum for the Series 1987B Taxable Bonds), be subject to mandatory and optional redemption, and have such registration privileges, all as provided in the Trust Indenture. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by facsimile signature of its City Clerk, and the seal of the City may be affixed thereto or imprinted or reproduced thereon. In case any officer whose signature or a facsimile thereof shall appear on the Bonds shall cease to be such officer before the issuance or delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until after that time.

The form of the Bonds submitted to this meeting, subject to appropriate insertions and revisions as approved by the City Comptroller in order to comply with the provisions of the Trust Indenture, be and the same is hereby approved, and when the same shall be executed on behalf of the City by the appropriate officers thereof in the manner contemplated by the Trust Indenture shall represent the approved form of Bonds of the City.

SECTION 5. Sale of the Bonds. The Bonds are being purchased for reoffering by the Purchaser, and are hereby awarded to said Purchaser at the purchase price of 100% of the principal amount of each respective series of the Bonds. The Bonds are purchased by said Purchaser on the terms and conditions described in the Bond Purchase Agreement. Either the Mayor or the City Comptroller is authorized and directed to make on behalf of the City the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Bonds to the Purchaser, and to take all steps

necessary to effect due execution and delivery to the Purchaser of the Bonds (or temporary bonds delivered in lieu of definitive Bonds until their preparation and delivery can be effectuated) under the terms of this Bond Ordinance, the Bond Purchase Agreement, the Financing Agreement and the Trust Indenture.

SECTION 6. Financing Agreement, Trust Indenture, Bond Purchase Agreement, and Land Use Restriction Agreement. In order to better secure the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable, the Mayor or the City Comptroller of the City is authorized and directed to execute, acknowledge and deliver, and in the case of the Bond Purchase Agreement, to accept, and the City Clerk or the Deputy City Clerk is hereby authorized in the name and on behalf of the City to attest to the Trust Indenture, Financing Agreement, and Land Use Restriction Agreement all in substantially the forms now presented to this meeting, and all other material documents and assignments to be executed or accepted by it in substantially the form submitted to the City, which are hereby approved, with such changes, insertions, deletions and completions therein as shall be approved by the officers executing the same on behalf of the City. The approval of such changes by said officers, shall be conclusively evidenced by the execution of said Trust Indenture, Financing Agreement, Land Use Restriction Agreement and Bond Purchase Agreement by such officers.

SECTION 7. Distribution of Offering Circular. The distribution of an offering circular by the Purchaser in preliminary and final form is hereby approved. The offering circular shall state that the City has not participated in the preparation of the offering circular and has not made an independent investigation with respect to the information contained therein other than the information contained under the headings "The City" and "Absence of Material Litigation" to the extent applicable to the City.

SECTION 8. Appointment of Trustee. The appointment of First American National Bank of Nashville in the City of Nashville, Tennessee, as Trustee under the Trust Indenture, is hereby authorized, approved and confirmed. The Trustee is further authorized and directed to execute such instruments, agreements and documents as may be required by H.U.D., G.N.M.A. or the Lender in connection with the purchase of the G.N.M.A. Securities.

SECTION 9. Performance Authorized. The Mayor, City Comptroller, City Treasurer, City Clerk and Deputy City Clerk for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Bond Ordinance and the Trust Indenture, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Bond Ordinance. The Mayor, City Comptroller, City Treasurer, City Clerk and Deputy City Clerk be, and they hereby are, further authorized and directed for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Bond Purchase Agreement, the Financing Agreement, the Land Use Restriction Agreement or the Trust Indenture or that may be required for the carrying out of the authority conferred by this Bond Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Bond Purchase Agreement, the Financing Agreement, the

Land Use Restriction Agreement and the Trust Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 10. Public Approval. The City Council hereby directs that the Bonds shall not be issued unless and until the publication of notice and public hearing requirements of Section 147 (f) of the Internal Revenue Code of 1986, including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue the Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147 (f), unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements.

SECTION 11. Limited Obligations. The Bonds, together with interest thereon, shall be limited obligations of the City secured by the Trust Estate, as defined in the Trust Indenture, and payable solely from the revenues and receipts derived from the G.N.M.A. Securities and other assets and funds held under the Trust Indenture, including, without limitation, moneys attributable to Bond proceeds, certain funds established under the Trust Indenture and the income from the temporary investment thereof, and shall be a valid claim of the owner thereof only against the Trust Estate held by the Trustee under the Trust Indenture. The Bonds, together with premium, if any, and interest thereon, shall not constitute an indebtedness, liability, general or moral obligation or a pledge of the faith or loan of the credit of the City, State of Illinois or any poliitical subdivision of the State of Illinois within the meaning of any constitutional or statutory provision. Neither the City, the State of Illinois nor any political subdivision of the State of Illinois shall be obligated to pay the principal of, premium, if any, or interest on, the Bonds or other costs incident thereto, except from the payments pledged with respect thereto and certain reserve funds established under the Trust Indenture. Neither the faith and credit nor the taxing power of the United States of America, the City, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal of, premium, if any, or interest on, the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

SECTION 12. Proxies. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and to any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Bond Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, agreements, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, agreement, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is placed on an instrument, agreement, certificate or document at the direction of the City Comptroller in

the specified manner, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 13. Notification of Sale. Subsequent to the sale of the Bonds, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council setting forth the aggregate principal amount of Bonds sold, the amount of each series of Bonds sold, the interest rate borne by the Bonds sold, and a maturity schedule for each series of Bonds sold, together with executed copies of the Trust Indenture, Financing Agreement, the final Offering Circular (provided that a copy of the preliminary Offering Circular shall also be filed), the Bond Purchase Agreement and the Land Use Restriction Agreement.

SECTION 14. Severability. If any section, paragraph, clause or provision of this Bond Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 15. Bond Ordinance Shall Control. To the extent that any ordinance, resolution or order of the City, or any part thereof, is in conflict with the provisions of this Bond Ordinance, the provisions of this Bond Ordinance shall be controlling.

SECTION 16. Effective Date. This Bond Ordinance shall be in full force and effect upon its adoption and approval.

[Trust Indenture, Financing Agreement, Bond Purchase Agreement and Land Use Restriction Agreement are omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

ISSUANCE OF LOW INTEREST LOAN TO COVENANT DEVELOPMENT CORPORATION FOR REHABILITATION OF PROPERTY LOCATED AT 6126--6128 SOUTH WOODLAWN AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of a low interest loan under the Department of Housing's Community Development Block Grant and Rental Rehabilitation Program to Covenant Development Corporation for the purpose of rehabilitating the property located at 6126--6128 South Woodlawn Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 44.

Nays -- None.

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

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

The following is said ordinance as passed:

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

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

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

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of $13,241,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed $3,500,000 in Year XIII Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("M.U.L.T.I.-Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, said M.U.L.T.I. Program to be administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of three (3) low interest rehabilitation loans in the aggregate amount of $1,132,185, said loans to be funded in part with Rental Rehabilitation Program funds and in part with M.U.L.T.I. Program funds where said funds, when loaned, will leverage an additional $837,102 in private investment for the rehabilitation of 64 dwelling units, and

wherein said loans are each in excess of $75,000 and are more particularly described in "Exhibit A" attached hereto and made apart hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U.S. Department of Housing and Urban Development for the Year XI Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the M.U.L.T.I. Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

	Owner/Borrower Address/No. of D.U.'s	Private Financing	M.U.L.T.I. Program (Rental Rehab.)
1.	Arlene Gregory 721--723 North Menard 9 D.U.'s	$134,750	$102,787
2.	Laurence Herron 122--124 South California 20 D.U.'s	$249,000	$279,398
3.	Covenant Development Corp. 6126--6128 South Woodlawn 35 D.U.'s	$453,352	$750,000

Summary:

Total Dwelling Units:	64
Total Private Financing:	$837,102
Total C.D.B.G./Rental Rehab.:	$1,132,185
TOTAL:	$1,969,287

CITY OF CHICAGO
DEPARTMENT OF HOUSING

6126--6128 South Woodlawn Avenue

Ward: 20

Alderman: Ernest Jones

Developer: Covenant Development Corporation

Financing:

C.D.B.G.:	$443,750	
Multi Rental Rehab.:	$306,250	
Total City Loan:	$750,000	
Private Loan:	$250,000	
Lender:	1st Nat'l.	
Developers Equity:	$203,352	(Chicago Equity Fund)
Total Development Costs:	$1,203,352	
Expected Closing Date:	August, 1986	
Total Number of Units:	35	
30-Studio bedroom	$250.00	- rent)
5-One bedroom	$290.00	- rent)
-Three bedroom		- rent)
-Four bedroom		- rent)

Project Budget

Acquisition	$193,157
Rehabilitation	920,236
Contingency	68,800

TOTAL:	$1,182,193	*Final numbers have not been received from Chicago Equity Fund

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ISSUANCE OF LOW INTEREST LOAN TO LAWRENCE AND JOHNNIE HERRON FOR REHABILITATION OF PROPERTY LOCATED AT 122--124 SOUTH CALIFORNIA AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of a low interest loan under the Department of Housing's Community Development Block Grant and Rental Rehabilitation Program to Lawrence and Johnnie Herron for the purpose of rehabilitating the property located at 122--124 South California Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for Federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible

for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of $13,241,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed $3,500,000 in Year XIII Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("M.U.L.T.I.-Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, said M.U.L.T.I. Program to be administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of three (3) low interest rehabilitation loans in the aggregate amount of $1,132,185, said loans to be funded in part with Rental Rehabilitation Program funds and in part with M.U.L.T.I. Program funds where said funds, when loaned, will leverage an additional $837,102 in private investment for the rehabilitation of 64 dwelling units, and wherein said loans are each in excess of $75,000 and are more particularly described in "Exhibit A" attached hereto and made apart hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U.S. Department of Housing and Urban Development for the Year XI Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the M.U.L.T.I. Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Owner/Borrower Address/No. of D.U.'s		Private Financing	M.U.L.T.I. Program (Rental Rehab.)
1.	Arlene Gregory 721--723 North Menard 9 D.U.'s	$134,750	$102,787
2.	Laurence Herron 122--124 South California 20 D.U.'s	$249,000	$279,398
3.	Covenant Development Corp. 6126--6128 South Woodlawn 35 D.U.'s	$453,352	$750,000

Summary:

Total Dwelling Units:	64
Total Private Financing:	$837,102
Total C.D.B.G./Rental Rehab.:	$1,132,185
TOTAL:	$1,969,287

CITY OF CHICAGO
DEPARTMENT OF HOUSING

122--124 South California Avenue

Ward: 27th

Alderman: S. Butler

Developer: Lawrence & Johnnie Herron

Financing:

C.D.B.G.:	$104,398
Multi Rental Rehab.:	$175,000
Total City Loan:	$279,398
Private Loan:	$181,000
Lender:	C.I.C.

Private Loan:			
Lender:			
Developers Equity:	$68,000		
Total Development Costs:	$528,398		
Expected Closing Date:	August, 1987		
Total Number of Units:	20		
15-One bedroom	$340.00	-	rent)
3-One bedroom	$270.00	-	rent)
1-One bedroom	$300.00	-	rent)
1-One bedroom	$240.00	-	rent)

Project Budget

Acquisition	$42,500
Rehabilitation	440,898
Contingency	45,000
TOTAL:	$528,398

ISSUANCE OF LOW INTEREST LOAN TO MS. ARLENE GREGORY FOR REHABILITATION OF PROPERTY LOCATED AT 721--723 NORTH MENARD AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of a low interest loan under the Department of Housing's Community Development Block Grant and Rental Rehabilitation Program to Ms. Arlene Gregory for the purpose of rehabilitating the property located at 721--723 North Menard Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of $13,241,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, the City of Chicago has programmed $3,500,000 in Year XIII Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("M.U.L.T.I.-Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, said M.U.L.T.I. Program to be administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of three (3) low interest rehabilitation loans in the aggregate amount of $1,132,185, said loans to be funded in part with Rental Rehabilitation Program funds and in part with M.U.L.T.I. Program funds where said funds, when loaned, will leverage an additional $837,102 in private investment for the rehabilitation of 64 dwelling units, and wherein said loans are each in excess of $75,000 and are more particularly described in "Exhibit A" attached hereto and made apart hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the substitute ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U.S. Department of Housing and Urban Development for the Year XI Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the M.U.L.T.I. Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

	Owner/Borrower Address/No. of D.U.'s	Private Financing	M.U.L.T.I. Program (Rental Rehab.)
1.	Arlene Gregory 721--723 North Menard 9 D.U.'s	$134,750	$102,787
2.	Laurence Herron 122--124 South California 20 D.U.'s	$249,000	$279,398
3.	Covenant Development Corp. 6126--6128 South Woodlawn 35 D.U.'s	$453,352	$750,000

Summary:

Total Dwelling Units:	64
Total Private Financing:	$837,102
Total C.D.B.G./Rental Rehab.:	$1,132,185
TOTAL:	$1,969,287

CITY OF CHICAGO
DEPARTMENT OF HOUSING

721--723 North Menard Avenue

Ward: 29th

Alderman: Danny Davis

Developer: Arlene Gregory

Financing:

C.D.B.G.:	$27,310
Multi Rental Rehab.:	$78,750
Total City Loan:	$106,060
Private Loan:	$114,400
Lender:	1st Nat'l.
Private Loan:	
Lender:	
Developers Equity:	$20,350
Total Development Costs:	$240,810
Expected Closing Date:	July 1, 1987
Total Number of Units:	9
6-One bedroom	$420.00 - rent)
1-two bedroom	$450.00 - rent)
1-One bedroom	$330.00 - rent)
1-One bedroom	$360.00 - rent)

Project Budget

Acquisition	$130,000
Rehabilitation	99,074
Contingency	8,463
TOTAL:	$237,537

AMENDMENT OF ORDINANCE AUTHORIZING CONDITIONAL APPROVAL OF MORTGAGE REVENUE BONDS FOR ACQUISITION AND CONSTRUCTION OF RESIDENTIAL HOUSING COMPLEX LOCATED AT 5132--5144 SOUTH HYDE PARK BOULEVARD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to an ordinance passed July 9, 1986 authorizing the conditional approval of mortgage revenue bonds for the acquisition and construction of a residential housing complex to be located at 5132--5144 South Hyde Park Boulevard.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed July 9, 1986 (the "Inducement Ordinance" or the "Ordinance"), gave preliminary approval to the issuance of mortgage revenue bonds in connection with a housing development at 5134--5144 South Hyde Park Boulevard; and

WHEREAS, The Inducement Ordinance provided, in part, that if a) the Tax Reform Act of 1985 was enacted into law or b) if the City and the Developer failed to agree to mutually acceptable terms and conditions within twelve months of the Ordinance's passage, then, in that event, the ordinance would be of no further force or effect; and

WHEREAS, As the City and the Developer are in the process of negotiating terms and conditions for the proposed revenue bond financing, the twelve month time limitation is no longer in the best interests of the City; now, therefore,

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

SECTION 1. The Inducement Ordinance shall be amended as follows:

(a) Section 3 shall be deleted in its entirety.

(b) Section 4 shall be amended to read "Section 3".

(c) Section 5 shall be amended to read "Section 4".

(d) Section 6 shall be amended to read "Section 5".

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

SUBMISSION OF APPLICATION TO ILLINOIS DEVELOPMENT FINANCE AUTHORITY FOR ILLINOIS HOUSING PARTNERSHIP PROGRAM MONIES TO REHABILITATE FORTY-TWO RENTAL DWELLING UNITS LOCATED AT 4720 NORTH RACINE AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Housing to file an application with the Illinois Development Finance Authority for funding under the Illinois Housing Partnership Program; said funding to be used for the rehabilitation of forty-two rental dwelling units located at 4720 North Racine Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The State of Illinois, acting through the Illinois Development Finance Authority (the "Authority"), pursuant to authority granted it in the Illinois Development Finance Authority Act, Illinois Revised Statutes, Chapter 48, Section 850.01 *et seq.*, as amended, has created the Illinois Housing Participation Program (the "Illinois Housing Participation Program"), in Section 850.07(o) of the Act, which program, among other things, provides for grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The Illinois Finance Development Authority has agreed to loan the City of Chicago, Illinois (the "Borrower") a zero percent loan in the amount of Five Million Dollars ($5,000,000) to enable the borrower to finance, or reimburse the primary developers and other project participants for a portion of the cost of the project, such loan being subject to the terms and conditions of, and for the purposes of making funds available to owners of rental properties containing five or more dwelling units in low and moderate income areas; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan to be funded in part with Illinois Housing Participation Program funds and in part with private and/or Multi Program funds where said funds, when loaned, will leverage an additional $630,024 of private investment. A total of 42 dwelling units will be rehabilitated, and wherein said loan is more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The Illinois Development Finance Authority Act requires that the Corporate Authorities (the City Council) approve the submission of projects for funding under the Illinois Housing Participation Program; now, therefore,

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

SECTION 1. The Commissioner of Housing is hereby authorized to submit a loan agreement to the Illinois Development Finance Authority under the Illinois Housing Participation Program. The form of said loan agreement is attached hereto as "Exhibit B". Upon approval by the Illinois Development Finance Authority, the Commissioner of Housing shall submit the loan proposals to the City Council for the issuance of a final loan commitment.

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

Exhibits A and B attached to this ordinance read as follows:

Exhibit A.

	Owner/Borrower Address/No. of D.U.'s	Private Financing	I.H.P.P. M.U.L.T.I. Program (Rental Rehab.)
1.	McHugh-Bowles Paul Hughs & Jeff Bowles 4720--4732 North Racine	$630,024	$270,386

Exhibit B.

Building Loan Agreement.

This Agreement is made this _____ day of _____, _____, by and between the City of Chicago, a municipal corporation and a home rule unit of government under the Constitution of the State of Illinois, acting by and through its Department of Housing (the "City") and _____ (the "Developer").

Recitals:

Whereas, the City has applied to the Illinois Development Finance Authority (the "Authority") for a loan (the "Master Loan") under the Illinois Housing Partnership Program (the "I.H.P.P.) to permit the City to finance a series of loans to be used by developer to rehabilitate multi-family housing for persons of low and moderate income, as hereinafter defined, in conformity with the Illinois Finance Authority Act, Ill. Rev. Stat. Ch. 48 ¶850.01 *et seq.*, as amended (the "Act"), and I.H.P.P. regulations; and

Whereas, the Authority has adopted a Project Loan Approval Resolution on _____ with respect to a project commonly known as _____ (the "Project"); and

Whereas, the City Council of the City of Chicago authorized by an ordinance passed on August 28, 1986 (C.J.P. p. 32795) a loan (the "Loan") in the amount of _____ to the Developer from I.H.P.P. loan proceeds, together with such funds from other sources as may be necessary to complete the loan, for the Project; and

Whereas, the Developer desires to obtain the loan to rehabilitate the Project;

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

Section 1. The above recitals are hereby incorporated and expressly made a part of this Agreement as though fully set forth herein.

Section 2. The Loan.

2.01 The City Loan is conditioned upon the Developer obtaining a loan commitment (the "Senior Loan") which, together with the Developer's own funds and the proceeds of the Loan, will be sufficient to pay all costs of rehabilitating the Project.

2.02 The Developer shall apply the proceeds of the Loan to pay a portion of the costs of acquiring, equipping and rehabilitating the Project. The Developer shall obtain the prior written approval of all Project plans and specifications from the City. Any changes in the Construction Contract or the plans and specifications must be submitted by the Developer to the City for its approval. All proposed change orders shall be submitted to the City with each monthly request for disbursement. The City shall have the right to approve all change orders prior to execution by the Developer.

2.03 Specifically, those Loan proceeds provided through the Master Loan shall be used by the Developer only for "Eligible Costs." For purposes of this Agreement, Eligible Costs are those costs chargeable to the Project's capital account, including the costs of real estate acquisition, architectural, engineering and similar professional fees, site preparation, machinery and construction costs, including fixed equipment used for building construction, construction materials, Project furnishings and fixtures, and the use of Program Funds to reimburse the City for funds advanced by the City to the Developer to pay any such costs, provided, however, that Eligible Costs does not include the use of Program Funds for working capital, operating expenses or to pay any cost incurred more than one year prior to approval of the Project Approval Resolution for the Project.

2.04 The total cost of rehabilitation of the Project, including indirect costs, shall not exceed $_____. As evidence of the total costs of rehabilitation of the Project, including indirect costs incidental thereto, the Developer shall furnish the City with a trade payment breakdown, in a form satisfactory to the City, certified by the Developer to be true and correct.

2.05

Source of Project Funds:		Use of Project Funds:	
City of Chicago (Rental Rehab.)	_____	Acquisition/ Refinance	_____
City of Chicago (Multi-Family)	_____	Rehabilitation	_____
Other	_____	Other Development Cost	_____
Equity	_____	Total Development Cost	_____
Total Development Cost	_____		

2.06 All disbursements of the Loan will be subject to the following general conditions:

(a) Disbursements shall be made no more frequently than once per month and only when:

(i) The appropriate conditions for such disbursements as contained in this Loan Agreement have been satisfied.

(ii) The Loan is "in balance" as described in herein.

(iii) The amount of the disbursement shall equal the costs of construction work in place, subject to retainage in accordance with Paragraph 2.05(d) herein and other costs, expenses, and fees actually paid or payable by the Borrower for approved Project costs as of the date of the request for disbursement.

(b) Request for disbursement shall be submitted by the Developer on forms satisfactory to the City and shall generally consist of the following:

(i) A letter from the Developer requesting the amount of the particular disbursement and directing the City to disburse such amount in accordance with the terms of this Loan Agreement.

(ii) A completed form of "disbursement request summary" and certification from the Developer.

(iii) A completed "application for payment and sworn statement" and certification from the General Contractor.

(iv) Lien waivers from the General Contractor and all subcontractors for the amount of the construction cost disbursement.

(v) Certifications from the City (or its agent) construction inspector.

(vi) Title company endorsements current through the last disbursement of the Loan.

(c) Unless otherwise elected by the City, disbursements of the Loan shall be made to the title insurance company in accordance with the Construction/Rehabilitation Loan Escrow for A.L.T.A. Mortgage Policy.

(d) Each disbursement for construction costs shall be subject to a holdback (the "Retainage") of _____ percent (____%) of all amounts due the General Contractor and each subcontractor. Retainage shall be disbursed upon substantial completion of the Project subject, however, to a holdback for punch-list items in the amount of the cost to complete such items. "Substantial Completion" shall be determined in the sole discretion of the City.

(e) In the event of the death, insolvency, or a material adverse change in the financial position of any personal guarantor of the Loan, the City's obligation to make further disbursements shall terminate and, at the option of the City, the outstanding principal balance of the Loan and any accrued and unpaid interest thereon may be immediately due and payable.

(f) That portion of the Loan proceeds funded through I.H.P.P. shall be disbursed in accordance with a leveraging ratio. "Leveraging ratio" means that number resulting from the total dollar amount of firm private sector commitments by the total dollar amount of the Project Loan requested for any Project. Funds to be counted towards the private sector commitments include all types of private capital investment to be expended as a direct result of the loan, including equity, internally generated funds, debt financing whether conventional or tax exempt borrowing, but not loans (except loans made with the proceeds of tax exempt borrowing) or grants made by units or agencies of municipal, state or federal government. For the purposes of this Agreement, the leveraging ratio shall be 7:3, or seven private sector dollars for every three I.H.P.P. dollars.

Section 3. The Note.

3.01 The borrower to be named on the note given for the Loan (the "Note") shall be _____ _____(the "Borrower").

3.02 The Note shall be secured by a _____ mortgage lien on the land and any improvements thereon, a security interest in all personalty and the beneficial interest of any land trust and such other security as may be required by the City for property situated in the City of Chicago, County of Cook, State of Illinois, commonly known as _____ _____.

3.03 The Note shall bear interest: (a) from the initial disbursement date to the end of the Construction Period (which shall be that time between disbursement and approval for occupancy by tenants), payable monthly on the outstanding principal balance thereof, at a rate per annum of _____ percent (_____%); (b) from the end of the Construction Period until the maturity date payable monthly in arrears, at a rate per annum of _____ percent (____%). All interest shall be calculated on the basis of 360 days, but shall be computed for the actual number of days in the period for which interest is charged.

3.04 Term. The outstanding balance of the Loan, any accrued interest thereon, and any other amounts payable by the Borrower under the terms of the Loan documents, shall be due and payable on _____, or upon any sale, transfer, pledge or assignment of the title to or beneficial interest in the Project, unless such sale, transfer, pledge or assignment shall have been approved by the City or the Authority.

3.05 Prepayment. The Loan may be prepaid in whole or in part without penalty.

3.06 This is a nonrecourse loan. "Nonrecourse" shall mean, for the purpose of this Loan, that neither the Borrower, nor any such limited partnership which may be the beneficiary of the Borrower, including its general and limited partners, now admitted or hereinafter admitted, shall be personally liable for repayment of principal or interest on the Loan. The sole recourse of the City, until any senior loan is paid in full and discharged, shall be against Surplus Cash or Return on Equity, and after the payment in full of any senior loan, at the option of the City, recourse may also be had against the Project.

Section 4. Requirements For Closing.

The following conditions shall be complied with to the satisfaction of the City as of or prior to the Closing Date:

4.01 Loan Documents. The Developer shall execute and deliver or cause to be executed and delivered, in a form and content satisfactory to the City and its legal counsel, the following documents (the "Loan Documents"):

(a) A Note in the full amount of the Loan.

(b) A Mortgage, Security Agreement and Assignment of Rents.

(c) Financing statements.

(d) A Loan Escrow Agreement for A.L.T.A. Mortgage Policy appropriately revised to satisfy the requirements set forth in the Act, the I.H.P.P. Regulations, and the Master Loan.

(e) Evidence of the consent of any senior lender to the City's Junior Mortgage.

(f) An appropriately executed assignment of commitment, if applicable.

4.02 Title Insurance Policy. The Developer shall give the City an A.L.T.A. Standard Loan Policy Additional Coverage (1970 Edition) issued by a title insurance company satisfactory to the City. The policy will insure the mortgage or deed of trust to be a third and best lien against the Project subject only to those matters which have been approved in writing by the City. Unless approved by the City, the policy shall not contain any exceptions for matters which would be shown by an inspection of the Project, rights of parties in possession, easements not of record, or for unpaid installments of special assessments. Prior to each disbursement of the Loan, the City will receive an endorsement to the title insurance policy reflecting the date and the amount of such disbursement by the City, or that the company is in a position to issue such an endorsement.

4.03 Survey. The Developer shall give the City a survey of the Project prepared and certified to by a surveyor registered and licensed in Illinois.

4.04 Insurance. The Developer shall provide evidence of insurance coverage in a form and in amounts, issued by companies satisfactory to the City, to cover such casualties, risks, perils, liabilities, and other hazards as the City may require.

4.05 Construction Documents. The Developer shall give the City, or shall have caused the same to be modified as required by the City, the following:

(i) Evidence, in the form of a purchase contract or deed and closing statement, of the purchase price of the Project, if applicable.

(ii) A general lump sum A.I.A. construction contract between Developer and _____ (the "General Contractor") for the rehabilitation of the Project in accordance with the plans and specifications.

(iii) The standard form of subcontract, containing an assignment clause, to be used by the General Contractor, and copies of any subcontracts executed as of the Closing Date.

(iv) The final plans and specifications for the Project with evidence of appropriate governmental approvals thereon.

(v) The building permits for the full rehabilitation of the Project.

(vi) A detailed budget specifying all costs of constructing, fixturing, and equipping the Project, and the sources of all funds to pay such costs, which detailed budget shall substantiate the preliminary estimates contained in Section 2.05 hereof.

(vii) A detailed construction schedule showing a trade-by-trade breakdown of the estimated periods of commencement and completion of construction on the Project.

(viii) A copy of the most recent real estate tax bill.

4.06 Performance and Payment Bond. The Developer shall obtain a performance and payment bond with a penal sum in the full amount of the construction contract written on A.I.A. Form A-311, or another form satisfactory to the City, and underwritten by a surety satisfactory to the City, naming the City as co-obligee on the bond.

4.07 (a) Corporate Resolutions. If the Developer is a corporation, the City shall receive duly certified resolutions from its board of directors evidencing approval of the Loan and authorization to execute the appropriate Loan Documents, and indicating the officers who are authorized to sign the Loan Documents, and a certificate of good standing.

(b) Land Trust Documentation. If the Developer is a land trust, the City shall receive certified copies of the Developer's trust agreement, the recorded deed in trust, copies of any and all collateral assignments of beneficial interest, all letters of direction in connection with execution of documents for this Loan, and the joint and several personal guaranty of each beneficiary of said Trust. The Developer shall also provide the City with an affidavit to the effect that the proceeds of the Loan are to be used for "business purposes" as defined by Section 4(c) of Chapter 74 of the Illinois Revised Statutes.

(c) Partnership Documentation. If the Developer is a partnership, the City shall receive an executed copy of the complete partnership agreement, and all amendments thereto, duly certified by a general partner as complete and unmodified as of the Closing Date. If the partnership agreement or a certificate is recorded, the City shall be provided with the recording data and copies thereof.

4.08 Developer's Equity. The Developer shall present evidence that the owner has invested or shall invest a minimum of _____ percent (_____%) of the total project cost, which sum shall represent the equity contribution at loan closing. In addition, the Developer shall give the City satisfactory evidence of the Developer's investment in approved Project costs in an amount sufficient to put the Loan "in balance" as required under 2.05 hereof.

4.09 Expenses. The Developer agrees to pay all taxes and assessments and all recording fees, registration taxes, title insurance premiums and other charges of the title company, appraisal fees, construction inspection fees, fees of third- party consultants retained by the City, the cost of all surveys, and all other expenses of closing the Loan, whether or not the Loan is made, unless the Loan is not made because of the wrongful action or unreasonable delay of the City.

4.10 The Developer shall provide or cause to be provided such additional information or documents as the City may require in order to close the Loan.

Section 5. Warranties And Representations.

5.01 The Developer warrants and represents that the rehabilitation of the Project shall commence within no less than _____ (___) days after the Closing Date. The Developer shall substantially complete the rehabilitation of the Project within no less than _____ days after the Closing Date. The Project shall be fully complete, staffed, and open for business on or before _____. All of the aforesaid dates may be extended, at the sole discretion of the City, for delays beyond the reasonable control of the Developer, but in no event shall any such extensions exceed in the aggregate _____ (___) days.

5.02 The Developer warrants and represents that the Loan proceeds received through the Master Loan shall not be used for any purpose other than for Eligible Costs as defined herein or for those purposes specifically set forth in the Authority's Project Loan Approval Resolution.

5.03 The Developer acknowledges that the Loan is being financed, in whole or in part, by the proceeds of the Master Loan on the basis of a representation from the Developer that the Project is to be occupied, in whole or in part, by persons of low or moderate income. For the purposes of this Agreement, "low income" shall mean income of persons whose annual income does not exceed fifty (50%) of the median income for the metropolitan statistical area in which the Project is located, as determined from time to time by the Secretary of the United States Department of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437a, with adjustments for larger and smaller families. "Moderate income" shall mean income of persons whose annual income does not exceed eighty (80%) of the median income for the metropolitan statistical area in which the Project is located, as determined by the Secretary of the United States Department of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437a, with adjustments for larger and smaller families.

5.04 The Developer warrants and represents that the Project will be used during the term of the Project Loan to provide the number of units of housing for such low and moderate income persons as specified in the Project Loan Approval Resolution.

5.05 The Developer shall present evidence of compliance with Section 5.04 hereof within six (6) months of completion of the Project and from time to time thereafter upon request of the City.

5.06 The Developer warrants and represents that (1) any person holding any office of the City, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such officer has been called upon to act or vote; (2) any such officer represents either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such officer has been called to vote; or (3) any such officer taken or received, or offered to take or receive, either directly or indirectly

any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

Section 6. Special Conditions.

6.01 The Developer shall for the term of this Loan keep or cause to be kept all buildings and improvements now or hereafter situated on the Project insured against loss or damage by fire or other such hazard and shall maintain liability property damage and such other insurance as the City may require. All such policies shall be with companies and in the form and amounts satisfactory to the City and shall name the City as an additional insured. Original certificates shall be deposited with the City.

6.02 The City shall have the right to erect a sign of a size and style approved solely by the City in a conspicuous location, on the site of the Project during the rehabilitation period, indicating that financing for the Project has been provided by the City.

6.03 Notwithstanding anything herein contained, the City, by entering into this Agreement or by taking any action pursuant thereto, shall not be deemed a partner or joint venturer with the Developer and the Developer agrees to hold the City harmless from any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereof.

6.04 The Developer shall not assign its rights or obligations under this Agreement, or any portion thereof without the written consent of the City. Subject to the terms of the agreement between the City and the Authority for the Master Loan, the City reserves the right to assign all, or any part of, its commitment to make the Loan and all or any part of the right, title and interest in the Project it acquires by reason of the Loan.

6.05 The Developer shall permit any duly authorized representative of the Authority, the Auditor General of the State of Illinois, and the City to obtain access to the Project and to inspect, copy, audit and examine all books, records and other documents pertaining to the Project Loan at all reasonable times.

6.06 This Agreement shall be subject to the terms and conditions of the Act, the I.H.P.P. regulations, the Agreement between the City and the Authority for the Master Loan and, where applicable, the rules and regulations promulgated by the United States Department of Housing and Urban Development with respect to the use of Community Development Block Grant funds.

Section 7. General Provisions.

7.01 This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

7.02 No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

7.03 This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

7.04 If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

7.05 Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

7.06 All provisions of this Agreement, where applicable, shall survive the closing of this Loan. All of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 8. Notices.

Any and all notice given or required under this Agreement shall be in writing and placed in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:	Department of Housing 318 South Michigan Avenue Chicago, Illinois 60604 Attention: Commissioner
With A Copy To:	Department of Law Room 511, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel

If To The Developer: _____
_____
_____
_____

Attention: _____

With A Copy To: _____
_____
_____
_____

Attention: _____

Notices sent in accordance with this section shall be deemed effective upon mailing.

Section 9. Events Of Default And Remedies.

9.01 The following shall constitute Events of Default:

(a) Any material misrepresentation made by the Developer to the City.

(b) Failure by the Developer to timely perform and/or observe any or all of the terms and conditions of this Agreement.

(c) Insolvency or bankruptcy on the part of the Developer or the assignment of assets for the benefit of creditors by the Developer.

9.02 Upon the occurrence of an Event of Default hereunder, the City may, at its sole option after giving notice in accordance with this Agreement and allowing reasonable time for a cure thereof, do any one or any combination of the following:

(a) Terminate its obligation to make the Loan;

(b) Discontinue making any disbursements of the Loan proceeds;

(c) Accelerate repayment of the Loan in accordance with the terms of the Note.

9.03 No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

In Witness Whereof, the parties have executed this Agreement as of date first written hereinabove.

[Signature forms omitted for printing purposes.]

AMENDMENT TO LOAN AND SECURITY AGREEMENT WITH UNIVERSAL SCRAP METALS, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to a Loan and Security Agreement with Universal Scrap Metals, Incorporated for assistance in the purchase of an industrial building located at 2201 West Fulton Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed.

WHEREAS, On February 11, 1987, the City Council of the City of Chicago passed an ordinance authorizing the Commissioner of the Department of Economic Development to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Universal Scrap Metals, Inc., pursuant to which the City of Chicago will lend $350,000 to Universal Scrap Metals, Inc. to assist Universal Scrap Metals, Inc. in the purchase of an industrial building at 2201 West Fulton Street for the expansion of its business as a scrap metal wholesaler (Journal of Proceedings of the City Council of the City of Chicago, pages 39428 to 39441 inclusive); and

WHEREAS, It is necessary to amend Section 1 of the aforementioned ordinance by deleting the language set forth therein providing that the Loan and Security Agreement be in substantially the same form as that which was attached as Exhibit "A" to the aforementioned ordinance; and

WHEREAS, It is necessary to amend further the aforementioned ordinance to reflect accurately the lien and security interest that the City of Chicago will hold with respect to other creditors of Universal Scrap Metals, Inc. for purposes of securing repayment of the aforementioned loan; now, therefore,

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

SECTION 1. The ordinance passed on February 11, 1987 is hereby amended by deleting "said Loan and Security Agreement to be in substantially the form attached hereto" from Section 1 of said ordinance.

SECTION 2. The ordinance passed on February 11, 1987 is hereby further amended by adding in italics the following new paragraph to the end of Section 1:

"To secure the prompt repayment of the loan, the City shall take a first perfected security interest in and to real estate located at 2201 West Fulton, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon. Additionally, the City shall take a second, subject and subordinate security interest in and to (a) inventory, raw materials and goods in process, (b) goods (other than inventory), equipment, machinery, vehicles, accounts receivable and other tangible business assets located on said real estate, including all replacements, additions, accessions, and/or substitutions thereto and therefore, and (c) all products of the foregoing."

SECTION 3. The Commissioner of Economic Development is hereby authorized to make and approve any additional changes to the Loan and Security Agreement regarding the collateral to be pledged as security for the repayment of the loan.

SECTION 4. All other provisions of the ordinance passed February 11, 1987 shall remain in full force and effect.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

EXECUTION OF AGREEMENT WITH STATE OF ILLINOIS FOR HIGHWAY PLANNING FUNDS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Mayor to execute an agreement between the State of Illinois and the City of Chicago for highway planning funds.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 104 (f) of Title 23 U.S.C. (i.e.,Federal-Aid Highway Section of the U.S. Code) provides for highway planning funds, generally known as P.L. funds, to be apportioned to the State of Illinois for the purpose of carrying out Section 134 of Title 23 U.S.C.; and

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

WHEREAS, The State of Illinois has allocated P.L. funds to C.A.T.S. as the M.P.O., and the M.P.O., in turn, has allocated an amount not to exceed $270,300 in P.L. funds to cover 85% of the costs to the City of Chicago for planning and programming the City's highway needs; and

WHEREAS, The City of Chicago will provide the 15% local match in the amount not to exceed $47,700; now, therefore,

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

SECTION 1. That the Agreement for Planning Services between the State of Illinois, acting by and through its Department of Transportation, and the City of Chicago, acting by and through its Department of Public Works, incorporated herein by reference, which provides financial assistance to the City in the amount not to exceed $318,000 of which $270,300 (85%) is the State's share and $47,700 (15%) is the City's share is hereby approved.

SECTION 2. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon review of the Corporation Counsel as to form and legality, the Agreement for Planning Services.

SECTION 3. That the Commissioner of Public Works is authorized and directed to carry out the provisions of said Agreement and to enter into a Memorandum of Agreement with the State of Illinois, and Cook County and the Chicago Area Transportation Study which is appended to said Agreement for Planning Services.

SECTION 4. That the Commissioner of Public Works is authorized and directed to execute any supporting documentation required by State and governments to implement the terms and provisions of said Agreement for Planning Services, and to amend said Agreement provided that there is no net change in the total dollar amount of the grant.

SECTION 5. That the City's matching share in the amount not to exceed $47,700 in the form of staff services in the Department of Public Works is hereby authorized.

SECTION 6. That the City Comptroller is authorized to disburse grant funds in accordance with the budget of the Agreement for Planning Services.

SECTION 7. That this ordinance shall be in full force and effect from the date of its passage.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMIT, LICENSE FEE EXEMPTIONS AND CANCELLATION OF EXISTING WATER RATES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred (February 3, 11, March 18, May 13, June 5 and 30, 1987) sundry proposed ordinances transmitted therewith to authorize the issuance of a free permit, license fee exemptions, cancellation of existing water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

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

FREE PERMIT.

Bohemian Home For The Aged.

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 Bohemian Home for the Aged, 5061 North Pulaski Road, for construction work on the premises known as 5061 North Pulaski Road.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Chatham Pre-School 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, 1988:

Chatham Pre-School Center
741 East 84th Street.

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

Chesterfield Tom Thumb 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, 1988:

Chesterfield Tom Thumb Day Care Center
9214 South Cottage Grove Avenue.

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

Ingleside Headstart And School Age.

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, 1988:

Ingleside Headstart and School Age
939 East 72nd Street.

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

Little People's Institute.

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, 1988:

Little People's Institute
117 East 87th Street.

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

Golden Gate 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, 1988:

Golden Gate Day Care Center
432 East 132nd Street.

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

Grace Church Preschool And Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Grace Church Preschool and Day Care Center
5954 South Albany Avenue.

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

Trinidad Lutheran 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, 1988:

Trinidad Lutheran Day Care Center
(Lutheran Social Services of Illinois)
2846 West Cortez Avenue.

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

Mary Crane Nursery/Day Care Center--Class I.

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, 1988:

Mary Crane Nursery/Day Care Center--Class I
2905 North Leavitt Street.

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

Noah's Ark Pre-School.

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

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

hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Noah's Ark Pre-School
3101 North Parkside Avenue.

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

Ravenswood Baptist Church.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Ravenswood Baptist Church
4437 North Seeley Avenue.

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

The Salvation Army 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, 1988:

The Salvation Army Day Care Center
4800 North Marine Drive.

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

Winthrop 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, 1988:

Winthrop Day Care Center
4848 North Winthrop Avenue.

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

Hospitals.

Jackson Park Hospital And Medical Center.

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 1987:

Jackson Park Hospital and Medical Center
7531 South Stony Island Avenue.

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

Louis A. Weiss Memorial 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 1987:

Louis A. Weiss Memorial Hospital
4646 North Marine Drive.

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

Miscellaneous.

Organic Performance Center.

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

SECTION 1. That the Department of Revenue is hereby directed to issue a Public Place of Amusement license, free of charge, to the Organic Performance Center, 3319 North Clark Street, notwithstanding other ordinances of the City to the contrary. This is a not-for-profit corporation.

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

CANCELLATION OF EXISTING WATER RATES.

Reuben Coleman Baptist Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of $471.80, charged to the Reuben Coleman Baptist Church, 9314 South Cottage Grove Avenue.

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

AMENDMENT OF MUNICIPAL CODE CHAPTER 7, SECTION 7-7 CONCERNING THE IMPOSITION OF PENALTY FEES FOR RETURNED CHECKS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending Chapter 7, Section 7-7 of the Municipal Code concerning the imposition of penalty fees for returned checks.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 7, Section 7-7 of the Municipal Code of Chicago is hereby amended by striking the language bracketed and inserting the language in italics, as follows:

7-7. License fees, inspection fees, compensation for franchises and other payments of money to the City not otherwise specifically provided for shall be paid directly to the City Comptroller, and such payments shall be transmitted daily by the City Comptroller to the City Treasurer. The City Comptroller shall establish, maintain and preserve statistical records of revenue, tax, license or permit measure and [to] *shall* report to the Mayor from time to time, or as often as the Mayor deems necessary.

A fee of $25.00 shall be imposed on any person, corporation, trustee, court appointed representative, association or partnership who tenders a check or draft as payment of any tax, license fee, inspection fee, franchise fee or other payment to the City, and the check or draft is returned unpaid for any reason. This fee shall be paid within 30 days after notice of return of the check or draft, and shall be in addition to any other fee or penalty imposed for late payment or underpayment of the tax or fee involved.

SECTION 2. This ordinance shall be in full force and effect ten days after its passage and publication.

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN SETTLEMENT AGREEMENTS OR ENTER INTO CONSENT ORDERS.

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

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement or consent order in a lawsuit entitled *Michael Russel v. City of Chicago,* 79L28443, in the amount of $150,000.00.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement or consent order in a lawsuit entitled, *Jean Carpentier v. City of Chicago,* 79L10469 in the amount of $150,000.00.

On motion of Alderman T. Evans, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

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 June 24 and 30, 1987, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

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

Name and Address	Warrant No. and Type of Inspection	Amount
Augustana Hospital various locations	B4-600568	$34.50
	B4-600569	46.00
	B4-600209	34.50
	B4-600560	46.00
	B4-600262 (Inst. Insp.)	80.50
	D1-603089	28.00
	D1-604027	28.00
	D1-604019	28.00
	D1-604035	28.00

Name and Address	Warrant No. and Type of Inspection	Amount
	D1-604036	$28.00
	D1-604041	28.00
	D1-604038	28.00
	D1-604028	28.00
	D1-604029	28.00
	D1-604030	28.00
	D1-604032	28.00
	D1-604031	28.00
	D1-603033	28.00
	D1-604034	28.00
	D1-604015	28.00
	D1-604017	28.00
	D1-604016	28.00
	D1-604018	28.00
	D1-604037	28.00
	D1-603093	16.00
	D1-604021	16.00
	D1-604024	16.00

Name and Address	Warrant No. and Type of Inspection	Amount
	D1-604020	$16.00
	D1-609963	16.00
	D1-604022	16.00
	D1-603090	16.00
	D1-603092	16.00
	D1-603091	16.00
	D1-604039	16.00
	D1-604040	16.00
	D1-604014	16.00
	D1-603847	16.00
	D1-604023	16.00
	D1-604025	16.00
	D1-604026	16.00
	D1-604009	16.00
	D1-604010	16.00
	D1-604011	16.00
	D1-604012	16.00
	D1-604013 (Sign Insp.)	16.00
	P1-604049 (Fuel Burn Equip.)	58.00

Name and Address	Warrant No. and Type of Inspection	Amount
Avers Group Home 5100 North Avers Avenue	B4-600286 (Bldg.)	$23.00
Chicago Child Care Society 5467 South University Avenue	A1-604777 (Elev.)	60.00
Children's Memorial Hospital 2330 North Lincoln Avenue	B1-606763 (Bldg.)	115.00
Ford City Sertoma 4343 West 83rd Street	B1-604938 (Bi-Annual Bldg.--2)	23.00
Galewood Community Church 1776 North Narragansett Avenue	P1-601235 (Fuel Burn Equip.)	29.99
Illinois College of Podiatric Medicine 1001 North Dearborn Street	D3-786432 (Sign)	155.00
Louis A. Weiss Memorial Hospital various locations	B4-600485	92.00
	B4-600177	69.00
	B4-600261 (Bldg.)	276.00
Norwood Park Home 6016 North Nina Avenue	D1-709762 (Sign)	28.00
Society of Danube, Incorporated 4217--4221 North Lincoln Avenue	B3-600496	34.00
	B3-600497	34.00

Name and Address	Warrant No. and Type of Inspection	Amount
	B3-600498	$34.00
	B3-601440 (Bldg.)	34.00
Ted Knusman American Legion Post Number 13 5621 West Irving Park Road	B3-602733 (Bldg.)	34.00
Topsy Turvy Nursery and Kindergarten, Incorporated 723 East 75th Street	F4-619485 (Mech. Vent.)	19.00
Vivekananda Vedanta Society 5419 South Hyde Park Boulevard	B1-705996 (Bldg.)	46.00

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY/STREET LIGHTS AT SPECIFIED LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 1701 West 90th Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 1765 West 90th Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 1904 North Spaulding Avenue.

On motion of Alderman T. Evans, each of the foregoing proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 45.

Nays -- None.

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

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

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 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. 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 the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 1987 through 1991 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 orders printed on pages 1992 through 1993 of this Journal.]

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

The Committee on Finance submitted a report recommending that the City Council place on file an application for a City of Chicago charitable solicitation (Tag Day) permit for the Salvation Army, June 3, 1988--Citywide.

(Continued on page 1994)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/15/87

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAM	MARGARET R	POLICE OFFICER	FIFTEENTH DISTRICT	12/19/86	940.00
ALVEAR	ARTHUR A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/01/86	50.00
ANDREWS	WAYNE W	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/11/86	240.00
BAEZ	DAVID	POLICE OFFICER	SECOND DISTRICT	3/08/87	16079.82
BARKDALE	ROBERT L	POLICE OFFICER	YOUTH DIVISION AREA FIVE	2/20/87	71.00
BEAZLEY	JOSEPH	POLICE OFFICER	PERSONNEL DIVISION	2/01/78	130.00
BLAYE	JOSEPH G	POLICE OFFICER	MOUNTED UNIT	10/13/86	43.00
BRADY	DANA F	POLICE OFFICER	SECOND DISTRICT	11/26/86	5.00
BROWNING	LEONARD V	POLICE OFFICER	THIRTEENTH DISTRICT	1/09/87	45.00
BUTTITTA	FRANK	POLICE OFFICER	ELEVENTH DISTRICT	3/08/86	175.00
CAHILL	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	1/28/87	108.00
CALABRESE	WILLIAM E	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/03/87	150.00
CALCAGNO	PETER	POLICE OFFICER	SIXTEENTH DISTRICT	1/09/87	991.50
CASTRO	RADAMES	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/86	3124.25
CAVANAUGH	JAMES D	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	9/23/86	28.00
CELLA	JOHN A	POLICE OFFICER	NINETEENTH DISTRICT	7/07/86	500.00
CHERNIKOVICH	RICHARD	POLICE OFFICER	ELEVENTH DISTRICT	12/13/86	17.00
COLLINS	MARY L	POLICE OFFICER	RECRUIT TRAINING	1/29/87	397.00
CUCCHIARA	JOSEPH C	POLICE OFFICER	SIXTEENTH DISTRICT	12/12/86	209.50
DAUER	RAYMOND	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/30/78	225.00
DELIA	YVONNE	POLICE OFFICER	RECRUIT TRAINING	3/03/87	85.00
DIDOMENICO	ANTHONY	POLICE OFFICER	FOURTH DISTRICT	10/02/86	393.50
DIX III	LAWRENCE	POLICE OFFICER	THIRD DISTRICT	12/22/86	35.00
FASSL	JOHN M	POLICE OFFICER	RECRUIT TRAINING	1/21/87	480.00
FORTINO	SCOTT	POLICE OFFICER	TWENTIETH DISTRICT	9/10/86	14.00
FRIERI	SALVATORE	POLICE OFFICER	FOURTEENTH DISTRICT	5/15/86	67.50
GALLOWAY	RAYMOND	POLICE OFFICER	NINTH DISTRICT	9/11/86	70.00
GLAVIANO	PAMELA L	POLICE OFFICER	RECRUIT TRAINING	12/26/86	190.00
GONZALES	CRECENCIO	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/06/86	540.00
GRESK	WAYNE M	POLICE OFFICER	FOURTH DISTRICT	7/09/79	390.00
GUINAN	JOSEPH	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/87	11.00
HANRAHAN	ROBERT J	POLICE OFFICER	NINETEENTH DISTRICT	5/06/86	4548.71
HUMINIAK	DENNIS J	POLICE OFFICER	NINETEENTH DISTRICT	8/23/86	12.00
JENKINS	ALEX L	POLICE OFFICER	THIRD DISTRICT	4/30/86	52.00
KEARNEY	SAMUEL P	POLICE OFFICER	TENTH DISTRICT	12/02/86	325.00
KERETA	RICHARD M	POLICE OFFICER	FOURTEENTH DISTRICT	12/20/85	676.79
KNIZNER	FRED M	POLICE OFFICER	EIGHTH DISTRICT	1/20/87	557.00
LAMB JR	JAMES M	POLICE OFFICER	NINTH DISTRICT	10/01/79	135.00
MADDEN	MARK J	POLICE OFFICER	ELEVENTH DISTRICT	10/03/82	175.00
MARKHAM	WILLIE T	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/11/86	55.50
MCFARLANE	MARGARET	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/13/87	60.00
MORRIS	JAMES T	POLICE OFFICER	FIFTEENTH DISTRICT	9/15/86	40.00
MURPHY	PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	394.83
NOWDOMSKI	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/19/87	777.00
NOWIK	DARLENE A	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/86	120.00
PARELLO	RONALD P	POLICE OFFICER	THIRD DISTRICT	1/14/87	100.00
PETERSON JR	ROBERT B	POLICE OFFICER	EIGHTH DISTRICT	1/05/87	10.00
PIKE	SUSAN A	POLICE OFFICER	RECRUIT TRAINING	2/27/87	170.00
PROKOP	MICHAEL	POLICE OFFICER	TENTH DISTRICT	2/21/87	45.00

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

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/15/87

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
QUENZEL	KATHLEEN A	POLICE OFFICER	RECRUIT TRAINING	7/14/86	170.00
REID	LLOYD F	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/12/87	13.00
RENARDO	ANGELO	POLICE OFFICER	INTERSECTION CONTROL UNIT	2/27/86	356.71
ROGERS	KEVIN	POLICE OFFICER	ELEVENTH DISTRICT	1/24/87	269.00
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	40.00
SCHMIDT	RICHARD J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/29/86	55.50
SCHMITZ	JOHN L	POLICE OFFICER	BOMB AND ARSON SECTION	3/13/87	559.90
SEUFFER	WILLIAM W	POLICE OFFICER	THIRTEENTH DISTRICT	1/28/87	12698.00
SMITH	JAMES	POLICE OFFICER	EIGHTEENTH DISTRICT	2/22/87	42.00
SMUDA	ROBERT W	POLICE OFFICER	CRIME LABORATORY DIVISION	1/06/87	20.00
WALLER	THOMASINA M	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	2/27/87	149.50
WILLIAMS	DELORES M	POLICE OFFICER	RECRUIT TRAINING	12/03/86	14844.37
WRIGHT	WILLIAM E	POLICE OFFICER	TENTH DISTRICT	1/10/87	480.00
AMBROSE	ROBERT	FIREFIGHTER	TRUCK 10	11/23/85	72.00
ANNIS	CURT	FIREFIGHTER	TRUCK 36	4/05/86	682.00
ATKINS	ROBERT	FIREFIGHTER	TRUCK 11	10/08/86	105.00
BAUER	GERALD	FIREFIGHTER	TRUCK 41	11/04/86	6791.24
BELL	DENNIS	FIREFIGHTER	TRUCK 51	5/08/75	130.80
BELLAIR	WILLIAM	CAPTAIN	ENGINE COMPANY 47	2/08/85	26.19
BOMBENGER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	17099.24
BONKO	NANCY	PARAMEDIC	AMBULANCE 12	4/04/86	1257.50
BRIGHT	STEPHEN	FIREFIGHTER	ENGINE COMPANY 84	8/04/85	59.00
BRNE	BERNARD	FIREFIGHTER	ENGINE COMPANY 113	5/05/86	65.00
BRONKE	JOHN	FIREFIGHTER	TRUCK 20	3/11/86	2142.60
BUSH	RICHARD	ENGINEER	ENGINE COMPANY 44	9/22/86	30.00
CALE	PAUL	LIEUTENANT	DISTRICT RELIEF 1	1/09/87	758.50
CALLAHAN	DANIEL	LIEUTENANT	ENGINE COMPANY 117	3/03/87	16.00
CASANOVA	RAUDEL	FIREFIGHTER	TRUCK 5	9/21/86	2248.00
CASEY	THOMAS	LIEUTENANT	SQUAD 1	10/31/86	383.28
CIESIELCZYK	MARTIN	LIEUTENANT	DISTRICT RELIEF 1	4/03/86	583.00
CLIFF	JAMES	LIEUTENANT	TRUCK 31	9/25/83	19.88
COLLINS	JOHN	LIEUTENANT	ENGINE COMPANY 86	12/05/81	184.62
CONLEY	PATRICK	LIEUTENANT	TRUCK 53	2/08/87	106.25
COYNE	ROBERT	ENGINEER	ENGINE COMPANY 109	12/21/85	58.00
CRAWFORD	WILLIAM	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	1/09/87	40.00
CRITTENDON	LINDA	PARAMEDIC	AMBULANCE 37	4/03/87	446.00
DENEEN	MICHAEL T	LIEUTENANT	EMS DISTRICT 2 HEADQUARTERS &	3/15/87	800.42
DEFEDER	DAVID	FIREFIGHTER	ENGINE COMPANY 84	9/09/86	14765.41
DEYONGE	MICHAEL	FIREFIGHTER	ENGINE COMPANY 79	10/12/86	4167.50
DODOVICH	STEPHEN	FIREFIGHTER	TRUCK 10	11/17/86	13.50
DOLAN	TIMOTHY	FIREFIGHTER	ENGINE COMPANY 69	12/16/85	25.00
DOSENBACH	JAMES F	LIEUTENANT	DISTRICT RELIEF 2	11/01/85	12.50
DOUGHERTY	WILLIAM	FIREFIGHTER	TRUCK 51	12/03/86	65.00
DOUGLAS	MICHAEL	FIREFIGHTER	ENGINE COMPANY 78	10/06/86	49.41
DOWNES	DANIEL	FIREFIGHTER	ENGINE COMPANY 8	6/09/86	64.79
DUFFY	WILLIAM	FIREFIGHTER	ENGINE COMPANY 43	12/10/86	1010.00
DUKE	WILLIAM S	CAPTAIN	ENGINE COMPANY 96	1/25/87	346.39
DZIEDZIC	JOHN	FIREFIGHTER	TRUCK 36	4/24/87	382.83
EGAN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 70	6/03/86	128.35

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/15/87

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ELLIS	DANIEL	PARAMEDIC	AMBULANCE 18	11/26/85	69.55
ELLIS	JAMES	FIREFIGHTER	ENGINE COMPANY 115	3/23/87	275.54
ELLITCH	RAYMOND	FIREFIGHTER	TRUCK 4	1/24/85	50.00
ERTL	ROBERT	PARAMEDIC	AMBULANCE 12	6/02/86	461.50
FINNEGAN	TIMOTHY	PARAMEDIC	AMBULANCE 21	10/07/86	26.78
FITZMAURICE	PATRICK	PARAMEDIC	DISTRICT RELIEF 2	7/13/86	30.00
GRIFFIN	DENNIS	FIREFIGHTER	ENGINE COMPANY 21	7/01/86	1814.54
GUEVARA	REYNALDO	FIREFIGHTER	ENGINE COMPANY 22	12/08/86	129.00
HARPER	KEVIN	FIREFIGHTER	TRUCK 28	2/19/87	543.00
HOLMES	WILFRED	FIREFIGHTER	TRUCK 11	6/18/86	13.00
HOLTZ	JAMES	FIREFIGHTER	ENGINE COMPANY 75	7/23/86	117.80
HOOPER	LEE	FIREFIGHTER	ENGINE COMPANY 20	12/21/86	184.44
HUBER	WALTER	PARAMEDIC	AMBULANCE 15	11/15/86	100.00
JEKOT	MICHAEL	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	7/23/85	516.50
JULIANO	MICHAEL	LIEUTENANT	DISTRICT RELIEF 2	12/05/86	761.70
KIEL	BRUCE	FIREFIGHTER	ENGINE COMPANY 30	3/05/87	220.50
KOCH	JEROME	FIREFIGHTER	TRUCK 14	12/31/84	57.00
KRIZ	ROBERT	PARAMEDIC	AMBULANCE 47	5/11/86	4988.98
LAFORTA	JOHN M	CAPTAIN	TRUCK 3	3/07/87	40.00
LASCO	SAMUEL	FIREFIGHTER	TRUCK 58	2/01/85	1606.99
LEONARD F	JOHN	FIREFIGHTER	TRUCK 28	12/31/86	351.00
LESHER	PHILIP	FIREFIGHTER	ENGINE COMPANY 102	4/02/85	15.00
LESTINSKY	JOSEPH	FIREFIGHTER	ENGINE COMPANY 74	10/22/86	14.50
LEVIN	RICHARD	PARAMEDIC	DISTRICT RELIEF 1	7/28/85	25.00
LIGUE	JOHN	FIREFIGHTER	TRUCK 39	1/30/87	96.00
LORENZEN	DONALD	CAPTAIN	TRUCK 16	10/12/85	146.00
LYNCH	GEORGE	LIEUTENANT	ENGINE COMPANY 55	1/16/87	4451.61
LYNCH	THOMAS	LIEUTENANT	SQUAD 1	6/14/86	232.00
MADDEN	WILLIAM M	FIREFIGHTER	ENGINE COMPANY 115	1/06/87	264.30
MARKY	FRANK	PARAMEDIC	AMBULANCE 41	1/21/86	40.00
MATTHEWS	RICKY	FIREFIGHTER	ENGINE COMPANY 99	8/05/86	161.50
MCCAFFERTY	BRIAN	PARAMEDIC	AMBULANCE 41	6/17/86	314.70
MCDONOUGH	THOMAS	FIREFIGHTER	ENGINE COMPANY 69	8/05/85	125.00
MCGINNIS	STEPHEN	FIREFIGHTER	ENGINE COMPANY 77	5/11/85	201.50
MCKEE	ROBERT	FIREFIGHTER	SQUAD 2	1/03/87	183.00
MCMAHON	THOMAS	LIEUTENANT	ENGINE COMPANY 34	4/12/86	134.90
MCNAMARA	DAVID	FIREFIGHTER	ENGINE COMPANY 91	3/25/87	99.00
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	41.16
MESCH	EDMUND	FIREFIGHTER	SQUAD 5	10/04/85	84.58
MEYERS	JULIE	PARAMEDIC	AMBULANCE 11	2/03/87	162.30
MICOTTO	JOHN	FIREFIGHTER	SQUAD 2	1/05/87	54.75
MOORE	CLAVON	ENGINEER	ENGINE COMPANY 19	9/12/86	119.17
MOORE	JAMES	FIREFIGHTER	ENGINE COMPANY 18	1/11/87	52.30
MULKERRIN	JOHN	FIREFIGHTER	ENGINE COMPANY 115	5/04/86	110.00
MULLEN	PATRICK	FIREFIGHTER	SQUAD 5	8/15/86	145.00
MULLENHOFF	ALFRED	PARAMEDIC	AMBULANCE 27	1/07/87	401.20
MURAWSKI	PHILIP	FIREFIGHTER	TRUCK 20	3/01/87	45.00
MURPHY	TERENCE	FIREFIGHTER	DISTRICT RELIEF 1	12/16/84	368.55
MURPHY JR	ROBERT	LIEUTENANT	TRUCK 3	7/02/86	159.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/15/87

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NOONAN	ARTHUR	FIREFIGHTER	ENGINE COMPANY 18	8/29/84	375.00
OCONNOR	FRANK	CAPTAIN	TRUCK 18	12/25/85	5702.24
OROZCO	RAYMOND	ENGINEER	DISTRICT RELIEF 6	10/18/84	276.00
ORTIZ	ALFREDO	FIREFIGHTER	ENGINE COMPANY 76	2/13/87	40.00
PALOMO	MICHAEL	FIREFIGHTER	TRUCK 17	2/16/87	245.85
PAVLIK	JOSEPH	FIREFIGHTER	ENGINE COMPANY 75	11/16/86	3520.32
PEREZ	MARTIN	FIREFIGHTER	TRUCK 16	9/30/86	215.00
PERKINS	NORBERT	ENGINEER	ENGINE COMPANY 49	9/15/86	150.80
PETERSON	RICHARD	ENGINEER	ENGINE COMPANY 46	2/05/87	171.90
PILARSKI	WILLIAM	FIREFIGHTER	TRUCK 52	12/31/86	100.00
PINKSTON	ERNIE	FIREFIGHTER	SQUAD 1	1/30/86	35.00
PRATT	WILLIAM	PARAMEDIC	DISTRICT RELIEF 3	12/24/86	146.80
QUINN	SUE	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	12/09/86	60.00
REGNIER	RONALD G	FIREFIGHTER	ENGINE COMPANY 46	2/16/87	208.00
REIDY	JOHN	LIEUTENANT	ENGINE COMPANY 4	8/19/86	138.45
REILLY	EDWARD	FIREFIGHTER	TRUCK 8	1/30/80	240.00
RHODES	CHARLES	FIREFIGHTER	TRUCK 56	12/21/86	365.25
ROBINSON	JOSEPH	CAPTAIN	ENGINE COMPANY 39	3/26/87	35.00
RODNEY	WILSON	FIREFIGHTER	ENGINE COMPANY 44	9/22/86	12317.94
ROSE	HENRY	FIREFIGHTER	AMBULANCE 26	2/25/87	196.00
ROSE	HENRY	PARAMEDIC	AMBULANCE 26	9/28/86	25.00
RYAN	EDWARD	FIREFIGHTER	AMBULANCE 6	5/12/85	25.00
SAMPEY	TIMOTHY	CAPTAIN	TRUCK 36	3/23/87	70.00
SANICKI	BRADLEY	FIREFIGHTER	TRUCK 41	2/27/87	107.00
SCHERGEN	THOMAS	FIREFIGHTER	TRUCK 62	1/21/87	133.75
SCHETZ	MICHAEL J	FIREFIGHTER	SQUAD 1	6/01/86	161.00
SCHROEDER	ROBERT	FIREFIGHTER	ENGINE COMPANY 100	3/18/86	254.05
SCOTT	MELVIN M	FIREFIGHTER	ENGINE COMPANY 15	2/22/87	12.00
SHANAHAN	DAVID	PARAMEDIC	TRUCK 52	1/20/87	671.50
STACKS	EDWARD	FIREFIGHTER	ENGINE COMPANY 129	2/11/87	76.85
STANLEY	SCOTT	FIREFIGHTER	TRUCK 42	4/23/86	255.00
STEWART	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	35818.42
STILLMAN	ROGER	CAPTAIN	ENGINE COMPANY 84	7/14/86	27.00
TICHELAR	CLAYTON	FIREFIGHTER	TRUCK 7	8/14/60	91.68
TITO	JOSEPH	FIREFIGHTER	ENGINE COMPANY 28	3/28/87	210.69
TRIPAM	ALFRED	FIREFIGHTER	TRUCK 45	1/25/87	666.56
TROTT	MICHAEL	FIREFIGHTER	TRUCK 29	6/08/85	100.00
TUMPICH	JOHN	CAPTAIN	BATTALION 23	11/13/86	490.00
TYLER	DONNA	PARAMEDIC	DISTRICT RELIEF 4	9/27/86	16.00
VELEZ	ERNESTO	FIREFIGHTER	TRUCK 53	9/01/86	182.92
VERNON	WALTERS	FIREFIGHTER	ENGINE COMPANY 113	11/13/86	199.58
VIRAMONTES	PAUL	FIREFIGHTER	ENGINE COMPANY 23	3/18/86	40.00
VONBERGEN	THOMAS	FIREFIGHTER	SQUAD 2	11/06/85	83.75
WAITKUS	JAMES	FIREFIGHTER	ENGINE COMPANY 80	2/05/87	414.80
WALKER	ERNEST	FIREFIGHTER	TRUCK 60	4/29/86	50.00
WALLACE	TYRONE	FIREFIGHTER	ENGINE COMPANY 93	1/26/87	180.10
WALSH	JAMES	FIREFIGHTER	TRUCK 17	5/14/87	142.00
WARD	MARK	LIEUTENANT	DISTRICT RELIEF 4	3/07/87	114.10
WEIDELL	JED E	CAPTAIN	DISTRICT HEADQUARTERS 1	4/10/87	25.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/15/87

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WHALEN	EDWARD	LIEUTENANT	TRUCK 33	2/26/85	30.00
WHITE	JAMES	PARAMEDIC	DISTRICT RELIEF 5	1/17/87	130.00
WILLIAMS	ANTHONY	FIREFIGHTER	TRUCK 1	10/21/86	40.00
WILLIAMS	DAVID A	PARAMEDIC	AMBULANCE 31	10/13/86	91.00
WILLIAMS	FRANK	LIEUTENANT	ENGINE COMPANY 60	2/04/86	192.38

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

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/15/87

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AMOROSO	JOHN	POLICE OFFICER	SIXTEENTH DISTRICT	1/17/87	470.00
ANAST	MICHAEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/03/87	786.50
ARCHBOLD	VALERIE R	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/28/86	180.00
BIEBEL	JAMES W	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	1/04/87	124.00
BOLGER	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/21/87	555.00
BROWNRIDGE	JOHN M	POLICE OFFICER	EIGHTH DISTRICT	2/16/87	145.00
BUNCH	EDWARD	POLICE OFFICER	SEVENTH DISTRICT	7/25/86	70.00
CAMPBELL	BRUCE D	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	1/08/87	221.00
CELMER	LEONARD M	POLICE OFFICER	SIXTEENTH DISTRICT	1/29/87	260.00
DIMAGGIO	JOHN	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	5/29/86	50.60
DOMINICK	PAUL	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/87	156.00
FROMEL	ROBERT A	POLICE OFFICER	EIGHTEENTH DISTRICT	1/31/87	136.25
GOLONKA	PATRICIA A	POLICE OFFICER	RECRUIT TRAINING	2/07/87	618.07
HEALY	EDWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/02/87	281.00
HILL	KIETH	POLICE OFFICER	RECRUIT TRAINING	12/30/86	647.95
HILL	NATHANIEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/02/87	37.00
HINMAN	GERALDINE S	POLICE OFFICER	SEVENTEENTH DISTRICT	2/07/87	439.75
JAKUBOSKY	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/13/87	220.00
JOHNSON	JEFFERY S	POLICE OFFICER	FOURTH DISTRICT	11/19/86	395.00
KARCZEWSKI	THOMAS J	POLICE OFFICER	FIRST DISTRICT	1/12/87	307.00
KELLY	PATRICK D	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/26/86	4260.30
KLUPS	HENRY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/27/87	247.00
KOLERICH	EVELYN	POLICE OFFICER	TWELFTH DISTRICT	12/19/86	627.00
LAZZARO	MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/01/87	50.00
LEIDY	CARL	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	2/25/87	196.00
LOUIS	EDWARD J	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	1/04/87	302.00
LOVE	JAMES	POLICE OFFICER	ELEVENTH DISTRICT	2/21/87	253.90
LUPI	JAMES V	POLICE OFFICER	ELEVENTH DISTRICT	9/05/85	95.00
MADDEN	BIRL	POLICE OFFICER	ELEVENTH DISTRICT	1/02/87	195.50
MAZUR	MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	6/23/86	80.00
MELODY	RICHARD A	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/87	251.00
PATRICK	RICHARD E	POLICE OFFICER	FIFTEENTH DISTRICT	3/12/86	202.00
PEARSON	CHARLES	POLICE OFFICER	SIXTH DISTRICT	10/17/86	3394.50
PETRENKO	VICTOR	POLICE OFFICER	SEVENTEENTH DISTRICT	1/27/87	98.25
RICHARDSON	CLIFFORD	POLICE OFFICER	SIXTH DISTRICT	1/04/87	577.50
ROGERS	WILLIAM A	POLICE OFFICER	FIRST DISTRICT	5/31/85	1600.40
ROUNDS	HUBERT	POLICE OFFICER	SEVENTH DISTRICT	12/26/86	454.00
RUIZ	IRENE	POLICE OFFICER	NINETEENTH DISTRICT	2/28/87	178.00
RUTHERFORD	ROBERT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/15/87	49.00
SHINN	BARBARA L	POLICE OFFICER	ELEVENTH DISTRICT	1/02/87	173.50
STODOLNY	DAVID B	POLICE OFFICER	TWELFTH DISTRICT	1/13/87	83.00
STUBITSCH	ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	1/06/87	40.00
SUERTH	ELMER	POLICE OFFICER	THIRTEENTH DISTRICT	1/02/87	289.00
SWIATKOWSKI	DANIEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/06/87	253.35
TURNEY	JOHN	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	1/04/87	158.00
ULDRYCH	RUDY	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	40.00
WALTON	THOMAS M	POLICE OFFICER	TWENTIETH DISTRICT	1/02/87	25.00
WASHINGTON	JAMES H	POLICE OFFICER	FIFTH DISTRICT	1/29/87	554.53
WASHINGTON	LEN	POLICE OFFICER	FIFTH DISTRICT	1/29/87	408.03

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

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/15/87

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BAUMGARTNER	JAMES	PARAMEDIC	DISTRICT RELIEF 4	5/22/84	872.82
CIMAROLLI	ROBERT	ENGINEER	ENGINE COMPANY 50	7/17/86	391.50
JAKUBEC	JOHN	PARAMEDIC	DISTRICT RELIEF 5	7/18/86	105.00
SULLIVAN	THOMAS	PARAMEDIC	TRUCK 1	6/21/86	166.00

(Continuted from page 1986)

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File.*

COMMITTEE ON AVIATION.

EXECUTION AND ADOPTION OF USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH AMERICAN WEST AIRLINES FOR PREMISES AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance providing for the execution and adoption of a Use Agreement and Terminal Facilities Lease between the City of Chicago and American West Airlines for premises at Chicago Midway Airport (which was referred on June 24, 1987) begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago an Airport Use Agreement and Terminal Facilities Lease with America West Airlines at Chicago Midway Airport, said agreement to be substantially in the following form:

Airport Use Agreement And Terminal Facilities Lease
Between The City Of Chicago
And

_____.

This Agreement, made and entered into, this ____ day of _____, 19____, by and between the City of Chicago, a municipality and home rule unit existing under the laws of the State of Illinois ("City") and _____, a _____ corporation ("Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as Exhibit A and by this reference made a part hereof) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants- in-Aid, or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, Airline is engaged in the business of air transportation and desires to lease terminal space at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease space to Airline and to grant rights and privileges with respect thereto to Airline, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

Article I.

Definitions.

Section 1.01 Definitions. The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Actual Costs" means, for any Fiscal Year, the sum of: (i) O&M costs incurred during such Fiscal Year; (ii) the Capital Funds Contribution for such Fiscal Year; and (iii) the Emergency Reserve Fund Contribution for such Fiscal Year.

"Actual Revenues" means, for any Fiscal Year, the sum of: (i) total revenues from operations of the Terminal Building and the Airfield, including, without limiting the generality of the foregoing, Base Rent, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurants, gift shops and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport for such Fiscal Year; (ii) the amount of all withdrawals made from the Emergency Reserve Fund pursuant to Section 13.03 (a) during such Fiscal Year; and (iii) the amount of all withdrawals made from the Capital Project Fund pursuant to Section 14.02(b) during such Fiscal Year.

"Agreement" means this Airport Use Agreement and Terminal Facilities Lease.

"Airfield" means the Airport excluding the Terminal Building as shown on Exhibit A.

"Airline Party" means at any time, Airline and each other commercial passenger airline actively engaged in the air transportation business at the Airport who then has an Airport Use Agreement in effect with City.

"Airline's Premises" means the Exclusive Use Premises and the Limited Use Premises.

"Airport Use Agreement" means (i) the Agreement passed by the City Council November 13, 1985, for three Airlines (C.J.P. pp. 22140--22189) and (ii) any agreement for the lease of space or the use of facilities of the Airport substantially the same as that Agreement.

"Alternative Landing Fee Rate" means (a) for Fiscal Years 1985 and 1986, One Dollar and Fifty Cents ($1.50), (b) for Fiscal Year 1987, $1.50 multiplied by a fraction, the numerator of which is the C.P.I. for 1986 and the denominator of which is the C.P.I. for 1984, and (c) for Fiscal Years 1988 and thereafter, the Alternative Landing Fee Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

"Annual Audit" means Annual Audit as defined in Section 5.06.

"Base Rent" means Base Rent as defined in Section 3.01.

"Capital Costs" means for a Fiscal Year costs of Capital Improvements paid in that Fiscal Year from sources other than Government Grants-in-Aid or any source outside this or any other Airport Use Agreement.

"Capital Funds" means the Capital Reserve Fund and the Capital Project Fund created pursuant to Section 14.01.

"Capital Funds Contribution" means, for Fiscal Year 1985, $500,000, and for any Fiscal Year thereafter, the greater of (i) $300,000 or (ii) an amount equal to five percent (5%) of the O&M Costs for such Fiscal Year, designated as such by City.

"Capital Improvements" means (i) the projects set forth in Exhibit D hereto, without regard to the dollar amounts set forth opposite such projects, (ii) the projects set forth in Exhibit E hereto, without regard to the dollar amounts set forth opposite such projects, as Government Grants-in-Aid not less than the amounts shown on Exhibit E are from time to time available therefor, and (iii) additional projects from time to time approved in writing as Capital Improvements by a Majority-in-Interest.

"Capital Project Fund Capital Costs" means Capital Costs paid from the Capital Project Fund.

"Carrier" means any commercial passenger airline, including Airline and any other Airline Party.

"City" means the City of Chicago, Illinois acting from time to time through its Commissioner of Aviation.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of City, any successor to the duties of such official, and his duly authorized assistants.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of City, any successor to the duties of such official, and his duly authorized assistants.

"C.P.I." means, for any Fiscal Year, the average of the Consumer Price Index-Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers (1967 = 100) as published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor for each of the months in the Previous Fiscal Year.

"C.P.I. Rate" means, for any Fiscal Year, a fraction, the numerator of which is the C.P.I. for the Previous Fiscal Year and the denominator of which is the C.P.I. for the Fiscal Year immediately preceding the Previous Fiscal Year.

"Effective Date" means date of authorizing ordinance.

"Emergency Reserve Fund Contribution" means, for any Fiscal Year, an amount equal to the lesser of: (i) Five Hundred Thousand Dollars ($500,000); or (ii) the amount, if any, by which one-half (1/2) of the sum of the O&M Costs and the Capital Funds Contribution for such Fiscal Year exceeds the balance of the Emergency Reserve Fund as of the last day of the Previous Fiscal Year.

"Equipment" means Equipment as defined in Section 17.01.

"Exclusive Use Premises" means the Exclusive Use Premises, as shown on Exhibit B hereto.

"Fee Landing" means any landing at the Airport of an aircraft except an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

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

"Gate" means any portion of the Limited Use Premises designated as a Gate in Exhibit B hereto.

"Government Grants-in-Aid" means those monies granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of capital improvements at the Airport; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

"Interest Rate" means a rate three percent (3%) higher than the "corporate base rate" of interest announced from time to time by The First National Bank of Chicago, at any time said bank does not announce a "corporate base rate", the rate of interest charged by said bank to its most creditworthy customers.

"Landing Fee" means Landing Fee as defined in Section 5.01.

"Landing Fee Rate" means the Landing Fee Rate as defined in Section 5.02.

"Majority-in-Interest" means, at any time during any Fiscal Year, any one or more Airline Parties which, in the aggregate, paid sixty percent (60%) or more of Landing Fees paid by Airline Parties for the Previous Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be an Airline Party during any time that an Event of Default that has occurred with respect to such Airline Party is continuing, and City has given written notice of such Event of Default to such Airline Party.

"Mid-Year Projection" means the Mid-Year Projection as defined in Section 5.05.

"Non-Party" means any person who is not a party to an Airport Use Agreement.

"New Construction" means New Construction as defined in subsection 2.05(b).

"O&M Capital Costs" means, for any Fiscal Year Capital Costs not paid from the Capital Funds or Government Grants-in-Aid.

"O&M Costs" means, for any Fiscal Year, (i) O&M Capital Costs and (ii) the costs to City of operation and maintenance of the Airport during such fiscal year, including,

without limiting the generality of the foregoing, personnel costs and benefits, services, purchases of equipment, supplies and materials.

"Limited Use" means Limited Use as defined in subsection 2.02(c).

"Limited Use Premises" means the Limited Use Premises as shown on Exhibit B hereto.

"Previous Fiscal Year" means, at any time, the immediately preceding Fiscal Year. Whenever the C.P.I. Rate or any historical financial data for a Previous Fiscal Year have not yet been finally determined, City shall reasonably estimate such C.P.I. Rate or historical financial data, to be adjusted as and when the actual C.P.I. Rate is determined or the historical financial data is compiled in an Annual Audit, as the case may be.

"Projected Costs" means, for any Fiscal Year, the sum of: (i) O&M Costs projected to be incurred during such Fiscal Year; (ii) the projected Capital Funds Contribution for such Fiscal Year; and (iii) the projected Emergency Reserve Fund Contribution for such Fiscal Year.

"Projected Landing Fee Rate" means, for any Fiscal Year or any portion of a Fiscal Year, the Projected Net Deficit for such Fiscal Year (as adjusted by a Mid-Year Projection, if any) divided by one one-thousandth (1/1000) of the total of the F.A.A. certificated maximum landing weights of all Airline Party aircraft projected to land in Fee Landings during such Fiscal Year.

"Projected Net Deficit" means, for any Fiscal Year, the amount, if any, by which Projected Costs for such Fiscal Year exceeds Projected Revenues for such Fiscal Year.

"Projected Revenues" means, for any Fiscal Year, the total projected revenues from operations of the Terminal Building and Airfield, including, without limiting the generality of the foregoing, Base Rent under Airport Use Agreements, Terminal Use Charges, landing fees from Fee Landings of Non-Party aircraft and revenues from lessees or occupants of space in the Terminal Building and the Airfield (including lessees or occupants of hangars), fixed base operators, restaurant, gift shop and all other Airport concessionaires, operators of car rental businesses, ground transportation businesses, and car parking facilities, and purchasers of advertising space at the Airport.

"Public Facilities" means all space, improvements, facilities, equipment and services now or hereafter provided by City for public use at or in connection with the Terminal Building, including, without limitation, public passenger walkways, public lobbies, public lounges, public waiting rooms, public hallways, stairways, public rest rooms and other public conveniences.

"Ramp Area" means any portion of the Limited Use Premises designated as a Ramp Area in Exhibit B hereto.

"Related Parties" means, with respect to Airline or any Sharing Airline, (i) such airline's employees, agents, and its or their suppliers of materials and furnishers of services, (ii) any wholly-owned subsidiary of such airline engaged in aviation-related activities, and (iii) the employees, agents, and suppliers of materials and furnishers of service to any wholly-owned subsidiary of such airline engaged in aviation-related activities.

"Shared Gate" means any Gate, holdroom area and Ramp Area which Airline shares pursuant to subsection 2.02(c).

"Shared Premises" means the aggregate amount of the Limited Use Premises the use of which is shared with another Carrier pursuant to Section 2.02 hereof.

"Sharing Airline" means any Carrier who enters into an Agreement with City pursuant to subsection 2.02(c) to use Airline's Limited Use Premises during specific time slots not already assigned to Airline.

"Terminal Building" means the Terminal Building located at the Airport as shown on Exhibit B.

"Terminal Use Charge" means Terminal Use Charge as defined in Section 4.01.

"Time Slot" means a specific time period ("block time") assigned by City to Airline during which time Airline has exclusive use of a specific gate on a specific day or on specific days of the week to accommodate an arrival and/or departure flight.

Article II.

Premises.

Section 2.01 Lease of Exclusive Use Premises. (a) City leases to Airline, and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to, the exclusive use of the Exclusive Use Premises.

(b) As of the date of this Agreement, the Exclusive Use Premises comprise the number of square feet set forth in Exhibit F hereto.

Section 2.02 Lease of Limited Use Premises. (a) City leases to Airline and grants to Airline and its Related Parties, and Airline hereby hires and takes from City, and agrees to make payments to City in accordance with this Agreement with reference to the limited use of the Limited Use Premises.

(b) As of the date of this Agreement the Limited Use Premises comprise the number of square feet of holdroom space and Ramp Area, respectively, set forth on Exhibit F hereto, which are to be used by Airline only during the times specified ("time slots") on Exhibit FF hereto.

(c) With respect to any Gate, "Limited Use" means that City at the discretion of the Commissioner of Aviation, can offer to any other Carrier ("Sharing Airline") the opportunity to share such Gate (including, but not limited to holdroom space, ramp area, passenger loading bridges and fuel facilities relating to such Gate) in other specific time slots not already assigned by City to Airline or a Sharing Airline. In determining whether the use by another Carrier is possible and reasonable the following factors ("Sharing Criteria") may be considered: (i) the compatability of the proposed operations of such other Carrier with those of Airline, (ii) Airline's existing and immediate future flight schedules, (iii) labor relations, (iv) any court order substantially affecting Airline's use of the Airport, (v) any order, rule or regulation or the taking of action or the refusal to take action by the Federal Aviation Administration or other government authority substantially affecting Airline's use of the Airport, and (vi) the reasonable and possible availablity of other gates at the Airport for use by other Carriers.

(d) Should Airline want to increase the number of its operations or change the schedule of its flights, it must apply in writing to the Commissioner of Aviation and thus enter into negotiations to effect such changes. If Airline fails to utilize an assigned time slot for a period of 45 consecutive days, unless prevented from doing so by a strike, civil disturbance, an act of God, or any similar involuntary occurrence, Airline shall thereby lose any such time slot and City can subsequently assign to another carrier. Airline is allowed, on a monthly basis, to charge a Sharing Airline a fair rental for the use of any jetway constructed by Airline and a *pro rata* share of Airline's expenses with respect to the premises being shared, including, without limitation, Airline's repair and maintenance expenses, Airline's base rent Airline's Terminal Use Charges for the Limited Use Premises and any depreciation which is allocated by Airline to such premises in accordance with generally accepted accounting principals, plus an administrative fee of fifteen percent (15%) of such *pro rata* share of Airline's expenses. The proration shall be only for one twelfth (1/12) of that portion of the annualized total expenses represented by a fraction of the numerator of which is the total number of hours and fractions thereof included in the time slots assigned in any given month to Airline and the Sharing Airline(s) using the gate and the denominator of which is the actual number of hours included in the time slot(s) assigned during that same month to the Sharing Airline being billed. Slot which involve leaving an aircraft on the gate overnight will be double weighted that is, counted as taking two (2) slots. The City reserves the right to audit these charges if a Sharing Airline presents substantial evidence that such charges appear excessive and still act to have Airline moderate same if City agrees that making such an audit that the charges are excessive.

(e) Any sharing Airline shall have the right to use the Limited Use Premises during its assigned time slots for the carrying on of operations and activities reasonably necessary and convenient to the conduct by such Sharing Airline of its air transportation business, including, without limit the generality of the foregoing, the display of removable signs identifying such Sharing Airline during Sharing Airline's use of the Premises; provided, however, that such right of use in no way shall limit Airline in improving the Limited Use Premises to conform such space with Airline's corporate identity.

(f) Any dispute regarding the use of the Limited Use Premises shall be resolved by City, acting through the Commissioner of Aviation. Consistent with this Section, no such resolution shall impair or limit Airline's rights hereunder.

Section 2.03 Use of Space. (a) The use by Airline and its Related Parties of Airline's Premises shall include the use thereof for the following purposes:

(1) the maintenance and operation, in connection with the conduct by Airline of its air transportation business, of ticketing, passenger and baggage handling facilities, and reservation offices;

(2) the training of personnel in the employ of or under the direction of Airline;

(3) the maintenance and operation of facilities and equipment, the carrying on of activities reasonably necessary or convenient in connection with the foregoing, and the furnishing of all passenger amenities and services incidental thereto, including, without limitation, the furnishing of alcoholic or other beverages to members of an Airline-sponsored club in Airline's private customer relation facilities designed specifically for such members ("Airline's Private Customer Relation Facilities"); provided, however, that unless the Commissioner of Aviation shall otherwise consent, no charge shall be made by Airline for beverages furnished by it in Airline's Private Customer Relation Facilities; and

(4) the carrying on of any other operations and activities reasonably necessary or convenient to the conduct by Airline of its air transportation business; provided, however, that all such other operations and activities shall be subject to the reasonable approval of the Commissioner of Aviation.

(b) The foregoing shall not permit the use by Airline of Airline's Premises for (i) the sale of air travel insurance, (ii) the operation of public restaurants, (iii) the carrying out of merchandising operations other than the sale of travel- related merchandise (such as flight bags) bearing Airline's name, trademark or service mark, (iv) the conduct of any car rental or ground transportation business or the operation of motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport, except as provided in Exhibit C or (v) the conduct of any business separate from Airline's operation of an air transportation business.

(c) Unless otherwise specifically authorized in writing by City, Airline will not (i) conduct passenger loading and unloading operations except at the Gate leased under this Agreement using the Ramp Area leased under this Agreement, or (ii) provide fixed-based operator services except on Airline's Premises.

Section 2.04 Public Facilities. City grants to Airline and its Related Parties the right to use the Public Facilities in common with others, subject to rules and regulations promulgated by City.

Section 2.05 Substitution of Space; New Construction; Surrender of Space; Additional Space. (a) Airline and City may from time to time agree in writing upon the substitution of space in the Terminal Building or elsewhere at the Airport for all or any part of Airline's Premises then leased hereunder.

(b) City is considering modifications to the Airport ("New Construction"), including the construction of a new terminal facility or the substantial rehabilitation of the Terminal Building, during the term of this Agreement. In the event that New Construction consists of replacement of all or substantially all of the Terminal Building, then Section 6.04 applies, notwithstanding the following provisions in the subsection 2.05(b). Airline agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, Airline shall surrender its right to use such space under this Agreement. City agrees that, in the event the New Construction shall require demolition of any portion of Airline's Premises, City will provide to Airline, prior to termination of Airline's right to use such space, equivalent space at the Airport of equal area satisfactory to Airline, on the same terms and conditions as are herein provided; provided, however, that Airline's determination as to whether substitute space provided hereunder is satisfactory shall be reasonable, and shall take into consideration the limitations imposed on City by the New Construction. Airline shall have the right to review any New Construction taking place in Airline's Premises.

(c) In the event of surrender of any of Airline's Premises in substitution for other space at the Airport, Airline shall remove from such surrendered space, within thirty (30) days of receipt of notice from City of such substitution, all trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by Airline and such other fixtures and construction of a temporary nature installed therein by Airline as the Commissioner of Aviation and the Commissioner of Public Works may require; provided, however, that Airline shall have sixty (60) days from receipt of notice under this subsection 6.05(c) to remove from surrendered spaces Airline's passenger loading bridges.

(d) The costs to Airline of relocation as a result of New Construction shall be estimated by City after consultation with Airline and shall be Capital Costs relating to the New Construction.

(e) As and when any substitute or additional space is available at the Airport for use by Carriers, City shall, insofar as is not inconsistent with its program of improvements, the needs and desires of other Carriers and the prudent and efficient operation of the Airport by City, afford Airline the opportunity to lease hereunder a portion of such substitute or additional space at least equal in square footage and in linear feet of gate frontage to the amount of square footage and linear feet of gate frontage originally leased hereunder; provided, however, that Airline shall not be obligated to lease any substitute or additional space offered to Airline hereunder.

(f) Any space on the Airport leased to Airline in substitution for or as additional space to be included among either the Exclusive Use Premises or the Limited Use Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substituted or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs; provided, however, that if, in accordance with the provisions of this Section, any space is temporarily substituted hereunder for other space, the term of the lease for such substituted space shall be only of such duration as is required for the purpose of such temporary substitution.

Section 2.06 Ingress and Egress; Right to Purchase Property. Subject to this Agreement and to rules and regulations promulgated by City, Airline shall have the right and

privilege over the Airport of ingress to and egress from Airline's Premises for Airline and its Related Parties and its or their equipment, vehicles, machinery, and other property, and, except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline or its Related Parties for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's air transportation business or exercising any right or privilege granted by City hereunder. City or its concessionaires may make and collect a charge for (i) the use of automobile parking areas or sightseeing facilities, (ii) the use of ground transportation to or from the Airport furnished by City or its concessionaires, (iii) ingress to the Airport by persons supplying flight kitchen services to Airline, (iv) ingress to the Airport by persons furnishing ground transportation service to Airline, or (v) the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food, and merchandise, or imposing a percentage fee payable to City by any fixed-base operator who provides fueling or other services to Airline at the Airport. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any supplier of its choice.

Section 2.07 Conduct of Luggage Handling and Ticketing Operations for Other Carriers. (a) With the prior written consent of the Commissioner of Aviation, Airline may contract with any other Carrier to handle such Carrier's luggage and ticketing operations to the same extent as Airline is entitled to conduct such operations on its own behalf in connection with its conduct of its air transportation business.

(b) Airline may further sublease any (but not all) exclusive use space leased to Airline under this Article II to another Carrier only for the uses and upon the terms herein set forth and provided that in each instance written approval of the Commissioner of Aviation be first obtained.

Article III.

Rent.

Section 3.01 Base Rent. (a) Airline shall pay to City throughout the term of this Agreement as rent for Airline's premises (other than the Ramp Area) the Base Rent Rate per square foot per annum (in the aggregate, "Base Rent") for the number of square feet of Terminal Building space set forth on Exhibit F hereto. One-twelfth (1/12th) of the Base Rent shall be due and payable each month in advance.

(b) For the Fiscal Year ending December 31, 1985, the Base Rent Rate shall be Five Dollars ($5.00). For each Fiscal Year thereafter, the Base Rent Rate shall be the Base Rent Rate for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 3.02 Payment of Base Rent. City each month shall furnish Airline with an invoice setting forth the amount of Base Rent due and payable from Airline for the next ensuing month. Base Rent for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

Section 3.03 Proration. Notwithstanding the foregoing, if any rental commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, rental for such month shall be determined on a *pro rata* basis according to the number of days of such month involved, and any required payment or refund of rental for such month shall be made as promptly as practicable.

Section 3.04 Place of Payments; Late Payments. All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Article IV.

Terminal Use Charge.

Section 4.01 Terminal Use Charge. (a) Airline shall pay to City with respect to Airline's Premises a terminal use charge ("Terminal Use Charge"). The Terminal Use Charge is based primarily on the cost of maintaining and operating Airline's Premises, including, without limiting the generality of the foregoing, the cost of insurance, security, utilities, housekeeping and ordinary maintenance of these areas and a proportionate share of the Terminal Building concourse areas which directly support Airline's operations. One-twelfth (1/12th) of the Terminal Use Charge shall be due and payable each month in advance.

(b) The Terminal Use Charge for Fiscal Year 1985 shall be:

(i) Five Dollars ($5.00) per square foot for Airline's Premises other than the Ramp Area, consisting of the number of square feet of Terminal Building Space set forth on Exhibit F hereto; and

(ii) Fifty cents ($0.50) per square foot for the Ramp area, consisting of the number of square feet set forth on Exhibit F hereto.

For each Fiscal Year thereafter, the Terminal Use Charge shall be the Terminal Use Charge for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 4.02 Payment of Terminal Use Charge. City each month shall furnish Airline with an invoice setting forth the amount of Terminal Use Charge due and payable from Airline for the next ensuing month. The Terminal Use Charge for such month shall be due and payable on the later of (a) the first (1st) day of such month, or (b) ten (10) days after Airline's receipt of the invoice.

Section 4.03 Proration. Notwithstanding the foregoing, if any Terminal Use Charge commences or is adjusted otherwise than as of the first day of any month or terminates prior to the last day of any month, the Terminal Use Charge for such month shall be determined on a *pro rata* basis according to the number of days of such month involved, and any required payment or refund of Terminal Use Charge for such month shall be made as promptly as practicable.

Section 4.04 Place of Payments; Late Payments. All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate in writing. Any amount which is not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 4.05 Adjustment of Square Footage in Airline's Premises. The number of square feet comprising Airline's Premises may be adjusted by City from time to time to reflect (a) results of City's field verification of the square footage contained in such premises and (b) lease of additional space or surrender of space by Airline hereunder.

Article V

Landing Fees.

Section 5.01 Landing Fees. Airline shall pay to City throughout the term of this Agreement at the times and in the manner provided in this Article V, a fee ("Landing Fee") for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the F.A.A. certificated maximum landing weight of such aircraft divided by one thousand (1,000) and (ii) the Landing Fee Rate.

Section 5.02 Landing Fee Rate. The Landing Fee Rate for any Fiscal Year or any portion thereof shall be the Projected Landing Fee Rate; provided, however, that if the Projected Landing Fee Rate for any Fiscal Year or any portion thereof exceeds the Alternative Landing Fee Rate, then, at City's option, the Landing Fee Rate for such Fiscal Year or such portion thereof shall be the Alternative Landing Fee Rate.

Section 5.03 Notice of Landing Fee Rate. Not less than thirty (30) days before the first day of any Fiscal Year during the term of this Agreement, and at the same time that City provides Airline with any Mid-Year Projection, City shall give Airline written notice of the Projected Landing Fee Rate and the Landing Fee Rate for such Fiscal Year or for the remainder of such Fiscal Year, as the case may be. Such notice shall state whether City has exercised its option under Section 5.02.

Section 5.04 Payment of Landing Fees. Not later than the tenth (10th) day of each month during the term of this Agreement, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying for each Fee Landing of aircraft operated by Airline occurring in the immediately preceding month, the type, model and F.A.A. certificated maximum landing weight of such aircraft. City shall forthwith furnish Airline with an invoice signed by an authorized representative of City setting forth the total Landing Fees payable by Airline in respect of such Fee Landings. Airline shall pay such Landing Fees within thirty (30) days after receipt of such invoice. All amounts payable hereunder shall be paid to City at the Office of City's Comptroller or at such other place as City's Comptroller shall designate by written notice to Airline. Any such amount not paid when due shall bear interest at the Interest Rate from the due date until the date it is paid.

Section 5.05 Mid-Year Adjustment of Projected Landing Fee Rate. Not later than June 1 of each Fiscal Year, City shall furnish Airline with a revised Projected Landing Fee Rate ("Mid-Year Projection"), which shall reflect the most recent available information with

regard to Actual Costs incurred and Actual Revenues received during such Fiscal Year or in the Previous Fiscal Year, together with the most recently available information with regard to Landing Fees actually received by City with respect to the Airport. If the Mid-Year Projection forecasts that payments of Landing Fees by Airline Parties at the then-existing Projected Landing Fee Rate would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Landing Fees paid by Airline Parties during such Fiscal Year, City shall adjust the Projected Landing Fee Rate for such Fiscal Year to conform to the Mid-Year Projection. In no event shall Landing Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Annual Audit as described in Section 5.06.

Section 5.06 Landing Fee Audit and Adjustments. (a) Within six (6) months after the last day of each Fiscal Year, City shall furnish Airline with an annual audit report certified by an independent certified public accountant and prepared by such accountant in accordance with generally accepted accounting principles applied on a consistent basis, covering the operation of Airport during such Fiscal Year ("Annual Audit"). Such Annual Audit shall set forth at least:

(1) Actual Cost for such Fiscal Year;

(2) Actual Revenues for such Fiscal Year;

(3) Landing weight for, and Landing Fees paid by, each Airline Party during such Fiscal Year;

(4) Surplus or deficit for such Fiscal Year; and

(5) Balances as of the end of such Fiscal Year in the Emergency Reserve Fund, the Capital Reserve Fund and the Capital Project Fund.

(b) If the sum of Actual Revenues and Landing Fees paid by Airline Parties exceeds Actual Costs set forth in any Annual Audit, then City shall reflect such excess in the monthly Landing Fee invoices to the Airline Parties, whereby the amount payable under such invoice will be reduced for each Airline Party, by an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline Party during the Previous Fiscal Year.

(c) If the sum of Actual Costs exceed Actual Revenues and Landing Fees paid by Airline Parties set forth in any Annual Audit, then Airline shall pay to City an amount equal to that proportion of such excess equal to the proportion of Landing Fees paid by such Airline during the Previous Fiscal Year. Such amount shall be due and payable at the time payment is due on the first invoice for Landing Fees issued after Airline's receipt of such Annual Audit. If such payment is not made within such thirty (30) day period, then such payment shall thereafter bear interest at the Interest Rate from the date due until the date it is paid.

Article VI.

Term.

Section 6.01 Initial Term. The initial term of this Agreement is as set forth on Exhibit G hereto.

Section 6.02 Airline's Right to Renew. Subject to restrictions on Airline's right to renew set forth in Section 6.03, Airline shall have the right, to be exercised as hereinafter provided, to extend the term of this Agreement with respect to all, but not less than all, of that portion of Airline's Premises whose initial term would otherwise expire, for two succesive periods of two years, each upon the following terms and conditions:

(a) At the time of the exercise of such right, Airline shall not be in default in the performance of any of the terms or conditions of this Agreement.

(b) Each extension shall be upon the same terms and conditions as are herein contained, except that (i) there will be no further privilege of extension for the terms of this Agreement beyond the two periods referred to above and (ii) such extension shall be subject to City's right to reduce the number of Gates leased to Airline in accordance with Section 6.03 below.

(c) Airline shall exercise its right to any extension of the term of this Agreement by notifying City in writing of Airline's election to exercise such right at least 120 days prior to the expiration of this Agreement with respect to the portion of Airline's Premises as to which renewal is sought. Upon the giving of such notice, this Agreement shall be deemed extended for the two-year term with respect to such premises, subject to the provisions of this section, without execution of any additional instrument.

Section 6.03 Review of Utilization for Renewal Options. If Airline fails to demonstrate that it is using the Gates in Airline's Premises for an average of not fewer than four (4) flight turns per day per Gate, City may restrict Airline's right to renew under Section 6.02 to apply only to the number of Gates in Airline's Premises required to cause Airline's average number of flight turns to equal or exceed four (4) per day per Gate.

Section 6.04 Early Termination Resulting from Replacement of Terminal Building. In the event any New Construction carried out by City results in the replacement of all or substantially all of the Terminal Building, and upon completion of such replacement, this Agreement shall terminate; provided, however, that Airline shall have the right to lease space (upon such terms and conditions as may then be acceptable to City and Airline) in any newly constructed, reconstructed or rehabilitated terminal facility to replace Airline's Premises.

Article VII.

Construction, Maintenance, And Repair By Airline.

Section 7.01 Construction, Maintenance, and Repair of Airline's Terminal Building Space. (a) Airline may construct or install, at its own expense, any equipment, improvements, and facilities, and any additions thereto, on all or any part of Airline's Premises. All such construction shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Airline shall not install, erect, or place, or permit others to install, erect, or place, any illuminated or non-illuminated signs, placards, displays or other advertising media on Airline's Premises or elsewhere at the Airport, without the prior written consent of the Commissioner of Aviation.

(b) Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear expected. City shall have the right each year during the term of this Agreement to inspect Airline's Premises to evaluate Airline's compliance with the foregoing sentence. City shall have the right each year to provide Airline with a report of such inspection identifying those actions which are to be taken by Airline in order to fulfill its duties under this paragraph. Airline shall take such action as is specified on such report. Except as provided in Article IX hereof, no restrictions shall be placed upon Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

(c) Airline shall keep Airline's Premises in a sanitary and sightly condition.

Section 7.02 Covenant Against Liens. Airline shall keep Airline's Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien and shall not be in breach of this Agreement during such contest.

Section 7.03 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VII to be performed by Airline, City may enter Airline's Premises (without such entering causing or constituting a termination of this Agreement or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

Article VIII.

Maintenance, Operation, And Repair By City.

Section 8.01 Maintenance and Operation. 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, the Terminal Building and all additions, improvements, facilities, and equipment now or hereafter provided by City at or in connection with the Terminal Building, excepting any improvements, facilities, and equipment constructed or installed by Airline. City shall keep the Terminal Building, excepting Airline's Premises, in a sanitary and sightly condition.

Section 8.02 Quiet Enjoyment. City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights, and privileges leased to it hereunder, subject, however, to the provisions hereof.

Article IX.

Equal Opportunity, Nondiscrimination And Affirmative Action.

Section 9.01 Equal Opportunity. Airline, 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 shall Airline commit an unfair employment practice. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to point in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non- discrimination clause. Airline further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this 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 Department of Labor, Transportation, Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Section 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, Section 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City, August 21, 1945, Journal of Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Airline, its contractors and subcontractors will furnish such reports and information as requested by City's Commission on Human Relations.

Section 9.02 Nondiscrimination in the Use of the Premises by Airline. This agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

Section 9.03 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.

Section 9.04 Nondiscrimination in Furnishing Services. Airline agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 9.05 Affirmative Action. Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article X.

Applicable Laws, Ordinances, Rules And Regulations.

Section 10.01 Compliance. (a) Airline shall comply, and shall use its best efforts to cause its Related Parties, passengers, guests, invitees, and independent contractors to

comply, with all rules and regulations and amendments or supplements thereto governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations or orders of any federal, state or local government body having jurisdiction with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any rule or regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such rule or regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with five (5) sets of City's current rules and regulations. Except in cases of emergency, no rule or regulation shall be applicable to Airline until Airline has been given fifteen (15) days notice of the adoption thereof.

Article XI.

Indemnity.

Section 11.01 Airline's Indemnity of City. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising during or attributable to the term of this Agreement and arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent that City fails to maintain the insurance required to be maintained by City hereunder, then Airline shall not be obligated to pay City under this Section 11.01(a) to the extent of insurance proceeds which City would received if it had maintained such insurance:

(1) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft; provided, however, that Airline shall have no liability under this Section 11.01 (a)(i) except to the extent that amounts indemnified under this Section 11.01 (a)(i) incurred in any Fiscal Year exceed the amounts withdrawn by City from the Emergency Reserve Fund pursuant to Section 13.03(b) hereof on account of such indemnified amounts and provided further that any liability of Airline under this Section 11.01 (a)(i) shall be treated either as Actual Costs of the Fiscal Year in which they are incurred for which Airline shall make payments under Section 5.04 hereof, or if incurred after the term of this Agreement, as the direct obligations of Airline, which shall be immediately due and payable;

(2) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of Airline's Premises;

(3) The condition of Airline's Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(4) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. In the event any of the suits or actions covered by subsection (a) (i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all persons who are parties to any Airport Use Agreement and conducted as directed by a Majority-In-Interest and (ii) all expenses, including attorney's fees, settlements and judgments shall be paid by City and included in Actual Costs of the Fiscal Year in which they are incurred. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XII.

Insurance Requirements.

Section 12.01 Insurance Maintained by Airline. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business, including, without limiting the generality of the foregoing, insurance of the following types in amounts not less than the following amounts:

(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 XI hereof.

(b) Worker's compensation (and occupational disease) providing statutory benefits under the law 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.

Airline shall furnish to City Comptroller, within ten (10) days after the execution of this Agreement, certificates evidencing such insurance coverage with City as an additional insured, as its interest may appear.

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

If, pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Article, such compliance shall also serve as compliance with the requirements of this Article.

Section 12.02 Insurance Maintained by City. (a) City shall maintain, or cause to be maintained, insurance with respect to the Airport against such casualties and contingencies and in amounts not less than is reasonably prudent. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance:

(1) With respect to the Terminal Building or any other space at the Airport used for commercial passenger airline operations, insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of coinsurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that the Terminal Building or any other space at the Airport used for commercial passenger airline operations is underinsured, City shall forthwith secure the necessary additional insurance coverage.

(2) For all public areas at the Airport, comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport in limits as follows: not less than $100,000,000 per occurrence, and not less than $100,000,000 aggregate, bodily injury and property damage liability, combined single limit.

(3) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a)(i) of this Section 12.02 for property damage, but any

such policy may have a deductible amount not exceeding $10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (a)(iii) by reason of co-insurance provisions or otherwise.

(b) Each policy of insurance maintained by City under this Section 12.02 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer. If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 12.02, then the provisions of this Section 12.02 shall be subject to the applicable provisions of such other agreement.

(c) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XII, the costs of which shall be included in Actual Costs for the Fiscal Year in which paid.

(d) City shall furnish to Airline copies of any notices received by City covering any of matters contained in this Article XII.

Article XIII.

Emergency Reserve Fund.

Section 13.01 Establishment and Maintenance of Fund. As of the Effective Date, City shall establish, and thereafter throughout the term of this Agreement, shall maintain a fund ("Emergency Reserve Fund") in accordance with the provisions of this Article XIII.

Section 13.02 Contributions. As of the last day of each month in a Fiscal Year, City shall deposit into the Emergency Reserve Fund one-twelfth (1/12th) of the Emergency Reserve Fund Contribution of such Fiscal Year.

Section 13.03 Applications. (a) If as of the end of any Fiscal Year the amount in the Emergency Reserve Fund exceeds an amount equal to one half (1/2) of the sum of (1) the O&M Costs for such Fiscal Year and (2) the Capital Funds Contribution for such Fiscal Year, then City shall thereupon withdraw from the Emergency Reserve Fund an amount equal to such excess and include such amount in Actual Revenues for such Fiscal Year.

(b) In the event any payment on account of any awards, judgments or settlement resulting from any of the events described in Section 11.01 (a)(i) becomes due and payable in any Fiscal Year, City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five (25%) percent of the O&M Costs for the Previous Fiscal Year, and shall apply such amount to such payment.

(c) During any Fiscal Year for which, pursuant to City's option under Section 5.02, the Landing Fee Rate is the Alternative Landing Fee Rate, City may, at the time it issues to Airline Parties invoices for Landing Fees during such Fiscal Year, withdraw from the Emergency Reserve Fund an amount equal to the amount by which:

(1) the product of (A) the aggregate amount of all such invoices to all Airline Parties and (B) the ratio of the Projected Landing Fee Rate for such Fiscal Year to the Alternative Landing Fee Rate

exceeds

(2) the aggregate amount of such invoices, and reduce the amount of such invoices accordingly.

(d) At any time when the Projected Landing Fee Rate becomes greater than the Alternative Landing Fee Rate, and City does not exercise its option under Section 5.02, City shall, prior to charging Airline the Projected Landing Fee Rate, withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount necessary to be contributed to Actual Revenues in order for the Landing Fee Rate to equal the Alternative Projected Landing Fee Rate or (2) the balance of the Emergency Reserve Fund less an amount equal to twenty-five percent (5%) of the O&M Costs for the Previous Fiscal Year. Once City has made a withdrawal from the Emergency Reserve Fund in accordance with this subsection, City may charge Airline the Projected Landing Fee Rate.

(e) City may make payments out of the Emergency Reserve Fund to the extent there are:

(1) Actual Revenues, Landing Fees due from any Airline Party, or indemnification payments under Article XI unpaid when due and reasonably deemed uncollectible by City after reasonable collection efforts;

(2) extraordinary costs of operating or maintaining the Airport; or

(3) costs or revenues shortfalls resulting from the termination of this or any other Airport Use Agreement.

Section 13.04 Investment. Funds deposited in the Emergency Reserve Fund shall be invested in accordance with applicable law. Any earnings from such investments shall be deposited in the Emergency Reserve Fund and any losses from such investments shall be borne by the Emergency Reserve Fund.

Article XIV.

Capital Funds.

Section 14.01 Creation of Capital Funds. As of the Effective Date, City shall establish, and thereafter maintain throughout the term of this Agreement, two funds, designated the Capital Reserve Fund and the Capital Project Fund, respectively.

Section 14.02 Contributions. (a) As of the last day of each month in a Fiscal Year, City shall deposit one-twelfth (1/12th) of the Capital Funds Contribution for that Fiscal Year as follows:

(1) first, to the Capital Reserve Fund the amount (if any) necessary to cause the total amount in the Capital Reserve Fund to equal the Capital Reserve Fund Limit on the date of such deposit, or if the entire such Capital Funds Contribution is not sufficient for that purpose, then the entire Capital Funds Contribution; and

(2) second, to the Capital Project Fund, any remaining amount (which may be all) of such Capital Funds Contribution.

(b) As of the last day of each Fiscal Year, after all deposits required by Section 14.02 as of that day have been made, City shall (1) withdraw from the Capital Reserve Fund the entire amount in excess of the Capital Reserve Fund Limit, and deposit such excess amount in the Capital Project Fund, and then (2) withdraw from the Capital Project Fund the entire amount in excess of $1,200,000, and include such excess amount in Actual Revenues for such Fiscal Year.

(c) As used in this Section 14.02, "Capital Reserve Fund Limit" means (1) for Fiscal Year 1985, $600,000, and (2) for Fiscal Year 1986 and thereafter, the Capital Reserve Fund Limit for the Previous Fiscal Year multiplied by the C.P.I. Rate.

Section 14.03 Payment of Capital Costs. Capital Costs in any Fiscal Year shall be paid from amounts available on the date of payment from the following sources in the following order:

(a) first, to the extent permitted under Section 14.06, from amounts in the Capital Project Fund, until exhausted;

(b) second, to the extent permitted under Section 14.06, from Airport Revenues and Landing Fees of all Airline Parties to the extent of O&M Capital Costs, until exhausted; and

(c) third, from amounts in the Capital Reserve Fund.

No amount shall be paid from the Capital Reserve Fund for a Fiscal Year with respect to a Capital Improvement for which (1) City requested Majority-in- Interest approval prior to the December 1 immediately preceding the Fiscal Year, and (2) Majority-in-Interest approval in writing was received by City on or after January 1 of such Fiscal Year.

Section 14.04 Investment. Amounts in each of the Capital Funds shall be invested in accordance with applicable law. Earnings shall be retained in, and losses shall be borne by, the respective Capital Funds.

Section 14.05 Approval of Certain Capital Projects. (a) In the event any Airline Party requests approval of a capital project as a Capital Improvement, and City approves, City shall use its best efforts to obtain approval of such capital project by the Majority-in-Interest.

(b) Nothing in this Article XIV shall be construed to prevent, regulate or otherwise affect funding or approval of capital projects which are not funded in whole or in part under this Article XIV.

Section 14.06 Capital Expenditure Limit. (a) For any Fiscal Year, the sum of O&M Capital Costs and Capital Project Fund Capital Costs shall not exceed the Capital Expenditure Limit. As used in this Section 14.06, "Capital Expenditure Limit" means (1) for Fiscal Year 1985, $1,000,000, and (2) for Fiscal Years 1986 and thereafter the sum of (A) $1,000,000 multiplied by the Capital Expenditure Limit Inflator and (B) the amount by which the Capital Expenditure Limit for the Previous Fiscal year exceeded the sum of actual O&M Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year; provided, however, that the Capital Expenditure Limit in any Fiscal Year after and including Fiscal Year 1986 shall not be less than the Capital Expenditure Limit for the Previous Fiscal Year. As used in this Section 14.06, "Capital Expenditure Limit Inflator" means, for any Fiscal Year, a number equal to the C.P.I. Rate for such year minus 4.5 percent (4.5%).

(b) During any period between (1) the time in which the budget for a Fiscal Year is prepared and approved and (2) the time actual O&M Capital Costs and Capital Project Fund Capital Costs for the Previous Fiscal Year and the current Fiscal Year are determined, City shall reasonably estimate the Capital Expenditure Limit for each such Fiscal Year, to be adjusted as and when actual O&M Capital Costs and Capital Project Fund Capital Costs are determined.

(c) Notwithstanding any other provisions of this Section 14.06, the Capital Expenditure Limit for any Fiscal Year may be increased with the approval of the Majority-in-Interest.

Article XV.

Termination By City.

Section 15.01 Termination by City. City may terminate this Agreement by giving Airline sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events (each an "Event of Default"):

(a) The filing by Airline of a voluntary petition in bankruptcy.

(b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(e) The assignment by Airline of all or substantially all of its assets for the benefit of its creditors.

(f) The abandonment by Airline of all or substantially all of its conduct of its air transportation business at the Airport.

(g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept, and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

Article XVI.

Termination By Airline.

Section 16.01 Termination by Airline. Airline may terminate this Agreement and any or all of its obligations hereunder: (a) at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice in writing upon or after the happening and during the continuance of any one of the following events:

(1) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft (a) similar in purpose and function to those used by Airline on the date of this Agreement and (b) operated by Airline in scheduled air transportation using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.

(2) The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of its air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, or other casualty, not caused by the intentional or negligent act of Airline, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system.

(4) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default within a period of sixty (60) days after receipt from Airline of written notice to remedy the same, or if such default cannot be remedied within such sixty (60) day period, the failure of City to commence such remedy within such sixty (60) day period and to thereafter continously and diligently prosecute such remedy to completion.

(5) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

or (b) by written notice to City within ten (10) business days Airline receives notice that the Landing Fee Rate will be greater than the Alternative Landing Fee Rate, with such termination to be effective on a date stated by Airline in its notice of termination which date is not less than six (6) months from the date City receives such notice of termination; provided, however, that:

(1) City shall have the right at any time subsequent to receipt of notice from Airline under this Section 16.01 (b) and prior to actual termination by Airline to render Airline's termination void and ineffective by electing to charge Airline the Alternative Landing Fee Rate in lieu of the Projected Landing Fee Rate; and

(2) Airline's termination under this Section 16.01 (b) shall be rendered void and ineffective if, at any time during the six (6) month period subsequent to Airline's giving notice of termination hereunder, (a) the Projected Landing Fee Rate is adjusted to a level equal to or less than the Alternative Landing Fee Rate, or (b) the Alternative Landing Fee Rate is adjusted to a level equal to or greater than the Projected Landing Fee Rate.

Upon the exercise of any right of termination, at the option of the City, all agreements, and leases entered into between Airline and City relating to the Airport shall likewise stand terminated.

No waiver by Airline of default of any of the terms, covenants, or conditions hereof, or of any other agreement between the City and Airline relating to the Airport or any part thereof, to be performed, kept, and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

Article XVII.

Right Of Airline To Remove Equipment And Right Of City To Purchase Equipment.

Section 17.01 Right of Airline to Remove Equipment. Airline shall be entitled during the terms of this Agreement and for a reasonable time after its termination, not to exceed sixty (60) days, to remove from the Airport, or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials, and supplies placed thereon by it pursuant to this Agreement ("Equipment"), subject, however, to any valid lien which City may have thereon for unpaid fees or other amounts, payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal. For purposes of this Article, the Equipment shall include passenger loading bridges, but shall not include stairways installed for the purpose of facilitating the use of passenger loading

bridges. Airline agrees that, upon termination of this Agreement, such stairways shall become the property of City.

Section 17.02 Right of City to Purchase Equipment. In the event that (i) Airline, by its own action or by the action of others, becomes involved in bankruptcy proceedings which provide for the sale of some or all of Airline's passenger loading bridges, or (ii) Airline offers for sale to any third party some or all of Airline's passenger loading bridges, City shall have a right of first refusal with respect to such sale, whereby City shall have the right to purchase such passenger loading bridges on the terms and conditions accepted by the trustee in bankruptcy or the third party purchasers, as the case may be, for such sale.

Article XVIII.

Abatement Of Rent.

Section 18.01 Abatement for Untenantable Premises and Closing of the Airport. Airline shall not be obligated to operate Airline's Premises or to pay Rent therefore during any time when all of Airline's Premises shall be untenantable as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents. In the event Airline's Premises is partially untenantable, as reasonably determined by the Commissioner of Aviation, through no fault or negligence of Airline, its employees and agents, Airline shall not be obligated to operate such part of Airline's Premises and Airline's rental hereunder shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time in excess of five (5) days by any order or direction of City other than for weather or for normal maintenance and repair, or by any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental shall abate for the period of such closing.

Article XIX.

Special Provisions.

Section 19.01 Non-Party Landing Fees. (a) City shall charge a fee ("Non- Party Landing Fee") for each Fee Landing of any aircraft operated by a Non- Party. The Non-Party Landing Fee shall be the greater of the minimum landing fee established by City or the product of (i) the F.A.A. certificated maximum landing weight of such Non-Party aircraft and (ii) the Non-Party Landing Fee Rate.

(b) The Non-Party Landing Fee Rate for any Fiscal Year or any portion thereof shall be not less than one hundred twenty percent (120%) of the Projected Landing Fee Rate for such Fiscal Year or such portion thereof.

Section 19.02 Government Functions. (a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) Except as provided in subsection 2.02 (c), City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its business.

Section 19.03 Prohibition Against Operation of Ground Transportation. Except as provided in subsection 2.03(b), nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicle carrying passengers or property for hire or other consideration over the public ways to and from the airport.

Section 19.04 Parity of Treatment. City shall not hereafter grant to any air transportation company in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such company than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage. For purposes of this Section 19.04, the term for which Airline or any other Carrier rents all or a portion of its premises at the Airport under an Airport Use Agreement shall not constitute either a right or a privilege.

Section 19.05 Consents and Approvals. Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld.

Section 19.06 Notices. All notices to City provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois, 60602, or to such other address as City may designate from time to time by written notice to Airline, and shall be deemed given upon receipt by City. All notices to Airline provided for herein shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to Airline at _____ _____ with a copy to the same address, Attention: Controller, or to such other address as Airline may designate from time to time by written notice to City, and shall be deemed given upon receipt by Airline.

Section 19.07 Separability. In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Article, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained.

Section 19.08 Assignment. Airline shall not assign this Agreement and its rights hereunder, in whole, except with the prior consent of the City Council of City, or in part, except with the prior consent of the Commissioner of Aviation; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Airlines rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

Section 19.09 No Abatement or Set-Off. Except as provided in Article XVIII hereof, Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Base Rent, Terminal Use Charges, Landing Fees or any other amounts which it is obligated to pay hereunder. Nothing contained in this Section 19.09 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not

abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 19.10 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 19.11 Remedies Cumulative. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 19.12 Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope of intent of any provisions of this Agreement.

Section 19.13 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 19.08 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 19.14 Construction. This Agreement shall be deemed to have been made in and shall be constructed in accordance with the laws of the State of Illinois.

Section 19.15 Counterparts. This Agreement has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 19.16 Authorization. Execution of this Agreement was authorized by ordinance of the City Council of the City of Chicago passed on _____(C.J.P. pp. _____).

Section 19.17 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefits of the parties hereto.

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

[Signature forms omitted for printing purposes].

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

[Exhibits A, B, D and E printed on pages 2026 through 2034 of this Journal.]

Exhibits C, F, FF and G attached to this ordinance read as follows:

Exhibit C.

Permitted Exception To Prohibition Against Ground Transportation Activities [Section 2.03(b)(iv)].

1. Valet parking services provided by a contractor chosen by City and approved by Airline, provided that Airline's approval shall not be unreasonably withheld.

Exhibit F.

Area Of Airlines Premises In Square Feet

America West Airlines.

Exclusive Use Premises	Terminal	Concourse C	Total
Ticket/Office Area *	1,000	1,000	
Baggage Claim Area	2,750		2,750
Subtotal:	3,750	3,750	
Limited Use Premises			
Holdroom Space		1,209	1,209
Ramp Area		20,410	20,410
Subtotal:		21,619	21,619
Total:	3,750	21,619	25,369

SUMMARY:

Square feet in Exclusive Use Premises [§2.01(b)]: 3,750

Square feet in Limited Use Premises [§2.02 (b)]: 21,619

Square feet of Terminal Building Space (total square footage less Ramp Area) [§3.01(a);§4.01(b)(i)]: 4,959

Square feet of Ramp Area [§4.01 (b)(ii)]: 20,410

*Estimated

Exhibit FF.

Time Slots Assigned To
America West Airlines.

All hours are Chicago time

14:15--15:15 hours

15:15--16:15 hours

17:45--18:30 hours

23:00--08:15 hours

Exhibit G.

Initial Term For America West Airlines.

The Initial Term for this Agreement shall commence on _____ the date of authorizing ordinance of the City Council and terminating on December 31, 1991, unless otherwise terminated as provided in this Agreement.

EXECUTION OF CARGO BUILDING AND SITE AGREEMENT WITH CONTINENTAL AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

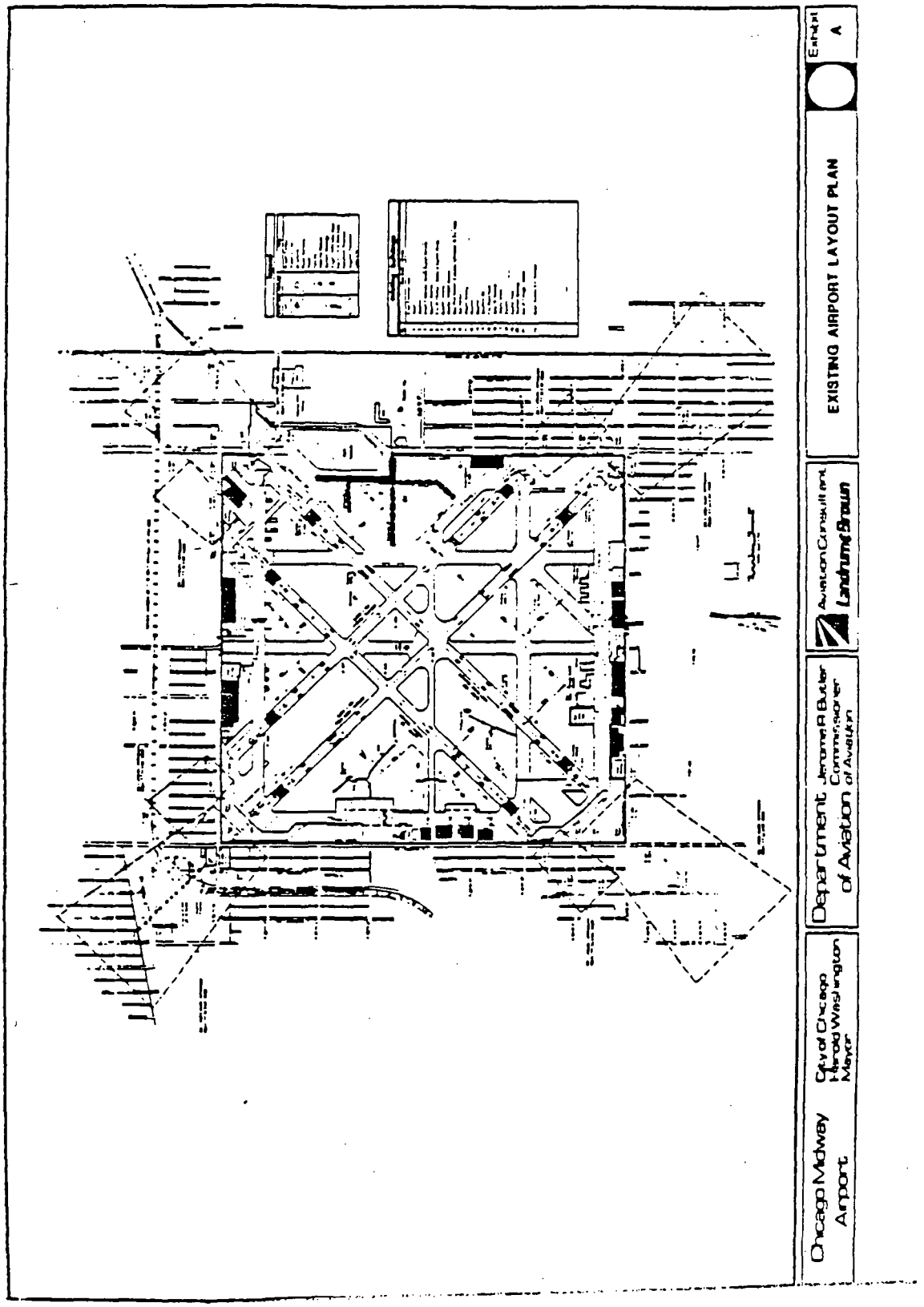
CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of a Cargo Building and Site Agreement with Continental Airlines, Inc. for premises at Chicago-O'Hare International Airport (which was referred on June 24, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

(Continued on page 2035)


Exhibit A
EXISTING AIRPORT LAYOUT PLAN
Aviation Consultant
Landrum & Brown
Department of Aviation
Jerome R. Butler
Commissioner of Aviation
City of Chicago
Harold Washington
Mayor
Chicago Midway Airport

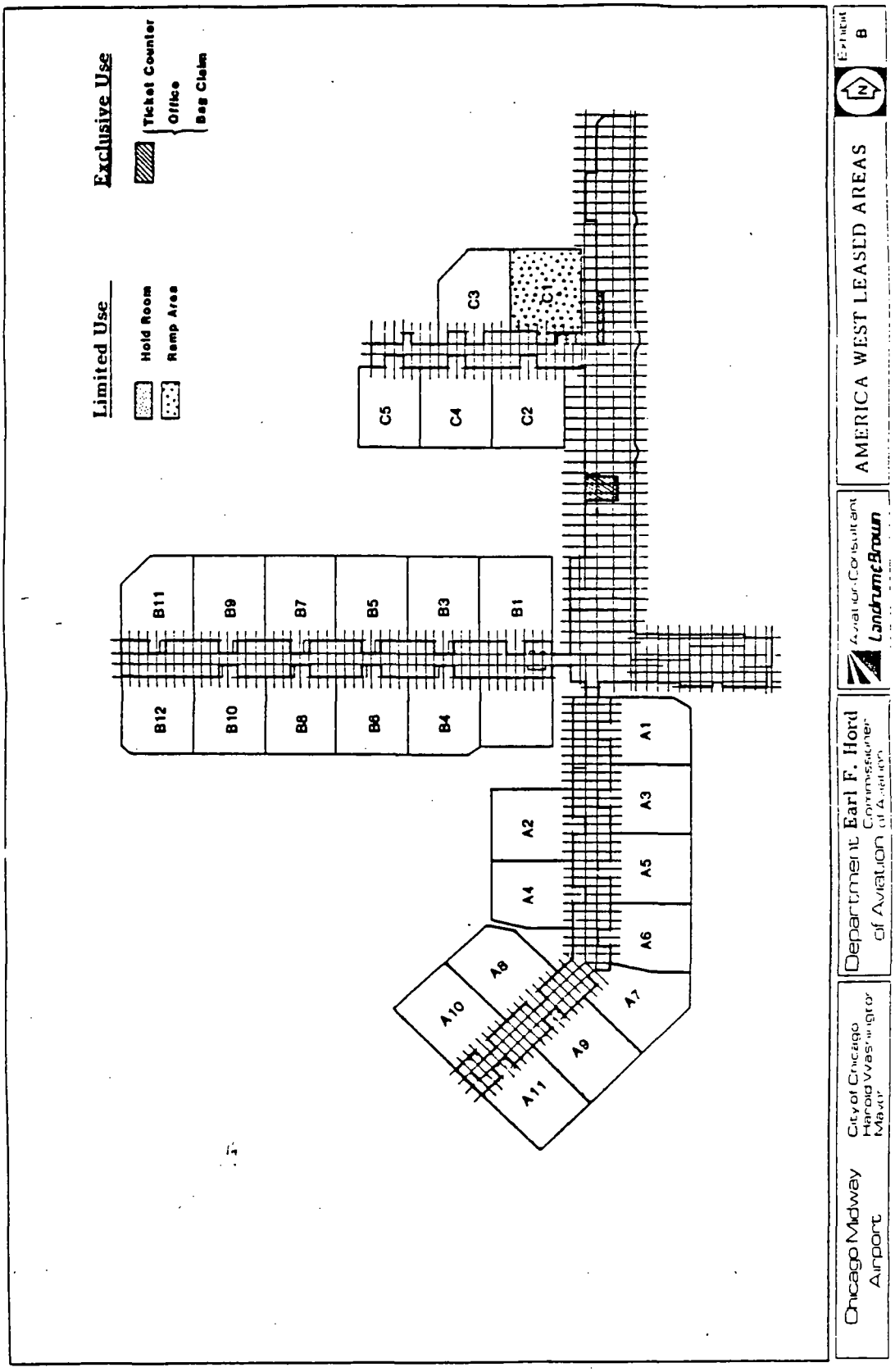

Exclusive Use
Ticket Counter
Office
Bag Claim
Limited Use
Hold Room
Ramp Area
C5
C4
C2
C3
C1
B11
B9
B7
B5
B3
B1
B12
B10
B8
B6
B4
A1
A3
A2
A5
A4
A6
A8
A10
A7
A9
A11
Chicago Midway Airport
City of Chicago
Harold Washington
Mayor
Department of Aviation
Earl F. Hord
Commissioner
of Aviation
Aviation Consultant
Landrum&Brown
AMERICA WEST LEASED AREAS
Exhibit B

EXHIBIT D Page 1

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 1

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-2066-04	DESIGN NORTH AIRFIELD DRAINAGE	18,750	337,500	18,750		375,000
	AMMENDMENT 4 TO A. EPSTEIN CONTRACT TO COVER WORKING DWGS FOR NORTH AIRFIELD DRAINAGE REHABILITATION.					
MDW-2066-05	RECNSTR OF SOUTH ARFLD DRAINAGE PHASE 1	4,800	86,400	4,800		96,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE SOUTH AIRFIELD DRAINAGE SYSTEM THROUGH THE BECKETT SITE. CONSTRUCTION AND SUPERVISION ONLY.					
MDW-2068	EASEMENT OFF 13R & 31L	6,701	120,618	6,701		134,026
	ACQUISITION OF EIGHT AVIGATION EASEMENTS BETWEEN SOUTH ARCHER AVENUE AND THE RAILROAD FOR THE EXISTING APPROACH LIGHT SYSTEM (ALS) ON 13R AND ACQUISITION OF EASEMENTS ON TWO PROPERTIES OFF 63RD STREET AND CICERO AVE FOR THE INSTALLATION OF LEAD IN LIGHTS ON 31L.					
MDW-3023	CONSTRUCT 4R-22L PARALLEL TAXIWAY	206,103	3,709,857	206,103		4,122,063
	CONSTRUCTION OF A PARALLEL TAXIWAY ON THE EAST SIDE OF RUNWAY 4R/22L APPROXIMATELY 2,500 FEET LONG WITH ONE HIGH SPEED AND TWO 90 DEGREE EXITS.					
MDW-3023-01	4R-22L PARALLEL TAXIWAY - SEWER WORK	16,107	289,922	16,107		322,136
	SEWER DEPARTMENT WORK ON 4R-22L PARALLEL TAXIWAY PROJECT.					
MDW-3036	NEW RUNWAY & PARALLEL TAXIWAY 13R/31L	613,858	11,049,436	613,858		12,277,151
	CONSTRUCTION OF A PARALLEL RUNWAY & TAXIWAY SOUTH OF THE EXISTING RUNWAY 13R - 31L APPROXIMATELY 3,850 FEET LONG WITH ONE 90 DEGREE EXIT AND ONE HIGH SPEED 30 DEGREE EXIT. INCORPORATES FORMER MDW-4010 TAXIWAY PROJECT.					
MDW-3036-01	13R/31L RW & TAXIWAY - SEWERAGE WORK	42,500	765,000	42,500		850,000
	WORK TO BE DONE BY THE DEPARTMENT OF SEWERS IN CONJUNCTION WITH 13R/31L RUNWAY AND PARLLEL TAXIWAY PROJECT.					
MDW-3038	WEST N/S TAXIWAY CONST	86,963	1,565,325	86,963		1,739,250
	CONSTRUCT A NEW WEST N/S TAXIWAY TO PROVIDE ACCESS FOR THE WEST TRIANGLE AREA DEVELOPMENT. THIS WILL PROVIDE ACCESS TO RUNWAY 4L-22R AND TO THE NEW 13R-31L RUNWAY FROM THE WEST SIDE PARKING APRON.					
MDW-4016	RELOC 13R GLIDE SLOPE INDIC	10,350	186,300	10,350		207,000
	THE EXISTING GLIDE SLOPE INDICATOR IS BEING RELOCATED NORTHEASTWARD OF PRESENT LOCATION					

EXHIBIT D Page 2

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT I

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-4019-01	INSTALLATION SCTY EQUIPMENT	13,450	121,050			134,50
	INSTALL ALL THE NECESSARY EQUIPMENT, RADIOS, TV, CAMERAS AND MONITORS FOR SECURITY					
MDW-4019-02	AIRPORT SAFETY EQUIPMENT	22,000	198,000			220,00
	PURCHASE AIRPORT SAFETY EQUIPMENT, INCLUDING A MU-METER VEHICLE, AND RUNWAY SENSORS.					
MDW-5109-01	ALLADIN HOTEL/ACQUISITION & RELOC	24,800	446,400	24,800		496,00
	ACQUIRE ALLADIN HOTEL AND RELOCATE RESIDENTS					
MDW-5109-02	ALLADIN HOTEL/DEMOLITION	1,480	26,640	1,480		29,60
	DEMOLISH ALLADIN HOTEL TO IMPROVE OPERATIONAL CAPABILITY OF RWY 4R. PART OF OBSTRUCTION REMOVAL PROGRAM.					
MDW-5114	LAND ACQUISITION - BELT RAILROAD	21,250	382,500	21,250		425,00
	ACQUIRE 5.937 ACRES OF LAND OWNED BY THE BELT RAILROAD COMPANY.					
MDW-5115-01	TERMINAL ROADWAY IMPROVEMENT PHASE I	23,117				23,11
	DEVELOP BUS ACCESS TO INNER TRAFFIC LANE BY CUTTING ACCESS WAY THROUGH EXISTING CANOPY & MEDIAN.					
	TOTAL	1,112,229	19,284,948	1,053,662		21,450,83

EXHIBIT D Page 3

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 3

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-3059-02	PARKING LOT RESURFACING/RECONFIG PHASE 2	315,000				315,000
	INCREASE SCOPE OF MAIN PARKING LOT RENOVATION AND RECONFIGURATION. PROJECT NOW INCLUDES RESTRIPING AND SIGNAGE.					
MDW-3059-03	PARKING LOT RESURFACING/RECONFIG PHASE 3	115,000				115,000
	COMPLETION OF MAIN PARKING LOT RENOVATION AND RECONFIGURATION. INCLUDES WORK NECESSARY TO RECAPTURE RENTAL CAR LANE FOR PARKING, STRIPING, COMPLETION OF THIRD EXIT LANE, AND PARKING OFFICE.					
MDW-6103	PARKING LOT / EAST OF CICERO / CONST	295,000				295,000
	CONSTRUCT APPROX 500 CAR PARKING LOT EAST OF CICERO AVENUE ON CURRENT ZAYRE PARKING LOT. LAND TO BE ACQUIRED BY CTA AS PART OF THE SOUTHWEST RAPID TRANSIT EXPANSION.					
MDW-6107	COMPLETION OF DELUGE SYSTEM FEEDER LINES	135,000				135,000
	NON-FEDERALLY FUNDED WORK NECESSARY TO INSTALL DELUGE SYSTEM FEEDERS UNDER SOUTH TAXIWAY AND WEST N/S TAXIWAY TO TENANT LEASE LINES.					
MDW-6109	CDB 2D-REPLACE OVHD DOORS-BAGGAGE AREA	31,000				31,000
	REPLACE 6 OVERHEAD TYPE DOORS IN THE BAGGAGE HANDLING AREA WITH INDUSTRIAL GRADE, FLEXIBLE IMPACT TRAFFIC DOORS. THESE DOORS SHALL BE SINGLE ACTING, SELF CLOSING, INSULATED RUBBER TYPE WITH A CLEAR PLEXIGLASS PANEL IN EACH LEAF.					
	TOTAL	1,006,000				1,006,000

EXHIBIT E Page 1

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-2040	AIRPT MAINTENANCE FACILITY	1,375,000	1,125,000			2,500,000
	PREPARE A PROGRAM FOR THE DEVELOPMENT OF A NEW AIRPORT MAINTENANCE FACILITY TO BE LOCATED IN THE SOUTH INNER TRIANGLE AT MIDWAY, UTILIZING EXISTING MAINTENANCE STRUCTURE TO BE RELOCATED FROM O'HARE AIRPORT.					
MDW-2056	ESMARK HANGAR DEMOLITION	14,240	256,320	14,240		284,800
	DEMOLITION OF THE ESMARK HANGAR, NEAR THE 55TH AND CICERO INTERSECTION AND UNWANTED PAVEMENT WHICH ARE OBSTRUCTIONS ON RUNWAY 22L AND 22R.					
MDW-2066-02	RECONSTR OF SOUTH AIRFIELD DRAINAGE	33,750	607,500	33,750		675,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE SOUTH AIRFIELD DRAINAGE SYSTEM. CONSTRUCTION AND SUPERVISION ONLY.					
MDW-2066-03	RECONSTR OF NORTH AIRFIELD DRAINAGE	60,000	1,080,000	60,000		1,200,000
	IMPLEMENTATION OF MASTER DRAINAGE STUDY AS IT APPLIES TO THE NORTH AIRFIELD DRAINAGE SYSTEM. CONSTRUCTION AND SUPERVISION ONLY.					
MDW-2066-06	RECNSTR OF SOUTH ARFLD DRAINAGE PHASE 2	7,000	126,000	7,000		140,000
	FEDERALLY FUNDED SEWERAGE WORK IN THE SOUTH TRIANGLE DEVELOPMENT AREA. WORK CONSISTS OF LINE RUNNING PARALLEL TO AAA AERO SITE AND CONNECTING TO CICERO AVE OUTFALL.					
MDW-3028-01	OBSTRUCTION REMOVAL - CONTINENTAL SALES	1,250	22,500	1,250		25,000
	PREPARE APPRAISAL/S OF THE COST TO REMOVE AN ADVERTISING SIGN ATOP THE CONTINENTAL SALES DISCOUNT FOODS STORE LOCATED AT 6333 S. CICERO AVE. APPRAISAL TO BE USED FOR NEGOTIATIONS WITH OWNER AND POSSIBLE CITY ACQUISITION.					
MDW-3028-02	OBSTRUCTION REMOVAL-WEST SIDE CICERO	3,650	65,700	3,650		73,000
	ACQUIRE A BILLBOARD TYPE SIGN OPERATED BY FOSTER & KLEISER ON THE WEST SIDE OF CICERO AVE APPROXIMATELY 340' SOUTH OF 63RD ST. ACQUISITION SHOULD INCLUDE REMOVAL AND HAUL AWAY OF ALL MATERIALS AND STRUCTURE TO RESTORE SITE TO ORIGINAL CONDITION.					
MDW-3031	4R/22R SHOULDERS/LIGHTING/DRAIN	123,684	2,226,305	123,684		2,473,673
	RECONSTRUCTION OF RUNWAY 4R/22L SHOULDERS, CONSTRUCTION OF EDGE DRAINS AND REWIRING AND RELIGHTING OF (HIRL) HIGH INTENSITY RUNWAY LIGHTS.					

EXHIBIT E Page 2

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-3032	13R/31L SHOULDERS/LIGHTING/DRAIN	116,020	2,088,367	116,020		2,320,408
	RECONSTRUCTION OF RUNWAY 13R/31L SHOULDERS, CONSTRUCTION OF EDGE DRAINS, AND REWIRING AND RELIGHTING OF (HIRL) HIGH INTENSITY RUNWAY LIGHTS.					
MDW-3033	OVERLAY EXISTING RUNWAY 4L-22R	228,000	4,104,000	228,000		4,560,000
	RUNWAY 4L/22R WILL BE OVERLAID TO A WIDTH OF 60' FOR APPROX 4000 FT OF LENGTH. PROJECT WILL INVOLVE A COMBINATION OF CONCRETE AND ASPHALT OVERLAY, NO SHOULDERS, AND RELOCATION OF EXISTING RW/TW LIGHTS TO ACCOMODATE NEW WIDTH.					
MDW-3042	W.INFIELD TRNGLE RDWAY/UTILTY DEVLPMNT	213,000		213,000		426,000
	CONSTRUCT ACCESS ROAD AND UTILITIES FROM CENTRAL AVENUE TO THE WEST AIRFIELD TRIANGLE. INCLUDES WATER MAIN TO BE BROUGHT FROM CENTRAL AVE AND METER VAULT.					
MDW-3065-01	LAND ACQUISITION-4.5 A FOR CICERO R.O.W.	60,000	1,080,000	60,000		1,200,000
	ACQUIRE APPROXIMATELY 4.5 ACRES OF LAND BEGINNING AT AIRPORT BOUNDARY AND EXTENDING NORTHWARD PARALLEL TO CICERO AVE. ALONG THE NEWLY DESIGNATED RIGHT OF WAY FOR CICERO.					
MDW-4010-01	CONST PARALLEL TAXIWAY 4L/22R PHASE 1	75,750	1,363,500	75,750		1,515,000
	CONSTRUCT GENERAL AVIATION STRENGTH TAXIWAY PARALLEL TO RUNWAY 4L-22R FROM SOUTHERN EDGE OF WEST TRIANGLE RAMP TO EXISTING RUNWAY 13L-31R. PHASE 2 WILL COMPLETE THE TAXIWAY THROUGHT TO THE NE CORNER OF THE NORTH TRAINGLE AREA.					
MDW-4010-02	CONSTR PARALLEL TAXIWAY 4L-22R - PHASE 2	73,750	1,327,500	73,750		1,475,000
	CONSTRUCT STRENGTH TAXIWAY PARALLEL TO RUNWAY 4L-22R NORTH FROM RUNWAY 13L-31R TO NORTHEAST CORNER OF THE NORTH TRIANGLE. PROJECT SCOPE TO INCLUDE SOME PORTION OF THE NORTH AIRFIELD DRAINAGE RECONSTRUCTION.					
MDW-4017	RECONFIGURE AIRPORT SERVICE ROAD - 31/R	19,400	349,200	19,400		388,000
	RECONFIGURATION OF AIRPORT SERVICE ROAD AT THE END OF NEW RUNWAY 31R TO ACCOMMODATE CHANGE IN ALP.					
MDW-4020-01	TERMINAL SIGNAGE PROGRAM	62,500	62,500			125,000
	PHASE 1 SIGNAGE PROGRAM FOR MIDWAY AIRPORT TO INCLUDE: - ESTABLISHING GRAPHIC STANDARDS FOR ALL DIRECTIONAL, TENANT AND FASCIA SIGNAGE - ESTABLISH SCOPE OF SIGNAGE WORK REQUIRED - DEVELOP SPECIFICATIONS FOR SIGNAGE PROGRAM AND MAINTENANCE CONTRACT					

EXHIBIT E Page 3

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-4020-02	TERMINAL SIGNAGE PROGRAM - IMPLEMENT	197,500	197,500			395,000
	IMPLEMENT TERMINAL SIGNAGE PROGRAM FOR ALL DIRECTIONAL SIGNAGE.					
MDW-4025	NEW 13L/31R NORTH PARALLEL TAXIWAY	200,000	3,600,000	200,000		4,000,000
	CONSTRUCTION OF A PRALLEL TAXIWAY ON THE NORTH SIDE OF THE NEW 13L/31R RUNWAY WITH ONE HIGH SPEED EXIT					
MDW-4026	OBSTRUCTION REMOVAL 55 & CENTRAL	1,995	35,910	1,995		39,900
	REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 55TH AND CENTRAL; 36 TREES, 5 UTILITY POLES, 3 LIGHT POLES, 1 SIG & 1 ANTENNA TO IMPROVE OPERATIONAL CAPABILITY OF RWY 13R					
MDW-4027	OBSTRUCTION REMOVAL 63RD & CICERO	2,615	47,070	2,615		52,300
	REMOVAL OF OFF AIRPORT OBSTRUCTION IN THE VICINITY OF 63RD & CICERO; 28 TREES, 15 UTILITY POLES, 9 LIGHT POLES, 5 SIGNS AND 4 ANTENNAE TO IMPROVE OPERATIONAL CAPABILITY OF RWY 31L					
MDW-4028	OBSTRUCTION REMOVAL-63 & CENTRAL	1,565	28,170	1,565		31,300
	REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 63RD & CENTRAL; 19 TREES, 13 UTILITY POLES, 7 LIGHT POLES, 1 SIGN AND 1 ANTENNA TO IMPROVE OPERATIONAL CAPABILITY OF RWY 4R					
MDW-4029	OBSTRUCTION REMOVAL 55 & CICERO	1,960	35,280	1,960		39,200
	REMOVAL OF OFF AIRPORT OBSTRUCTIONS IN THE VICINITY OF 55TH & CICERO; 5 TREES AND 20 LIGHT POLES TO IMPROVE THE OPERATIO CAPABILITY OF RUNWAY 22L					
MDW-4031	55TH / CICERO LAND ACQUISITION	95,000	1,710,000	95,000		1,900,000
	ACQUIRE APPROXIMATELY 3.7 ACRES OF LAND ON THE NORTHWEST CORNER OF W. 55TH STREET AND CICERO AVENUE.					
MDW-5101	THRESHOLD LIGHTS / RUNWAY RESTRIPING	6,000	108,000	6,000		120,000
	INSTALL RUNWAY THRESHOLD LIGHTS AND RESTRIPE PAVEMENT ON RUNWAYS 13R/31L, 4R/22L AND 4L/22R.					
MDW-5110	BLAST/SECURITY/SOUND FENCING	48,750	877,500	48,750		975,000
	INSTALL BLAST, SECURITY, AND SOUND FENCING AT MIDWAY AS REQUIRED TO REPLACE OBSOLETE FENCING AND TO IMPROVE SOUND ISOLATION.					

EXHIBIT E Page 4

CITY OF CHICAGO DEPARTMENT OF AVIATION
MIDWAY DEVELOPMENT PROGRAM EXHIBIT 2

PROJ NUMBER	NAME/DESCRIPTION	CITY	FEDERAL	STATE	OTHER	TOTAL
MDW-5110-01	BLAST FENCE PKG LOT B	6,250	112,500	6,250		125,000
	INSTALL APPROXIMATELY 825 FT OF BLAST FENCING 8' HIGH TO PROTECT PARKING LOT 'B'.					
MDW-5111	CRASH/FIRE/RESCUE STATION	55,000	1,100,000	55,000	1,540,000	2,750,000
	CONSTRUCTION OF NEW, APPROX 15400 SQFT, CRASH/FIRE/RESCUE STATION TO BE LOCATED IN WEST TRIANGLE AT MIDWAY AIRPORT. PROJECT MAY BE DEVELOPED IN CONJUNCTION WITH AIRFIELD MAINTENANCE FACILITY THOUGH FUNDING WILL BE SEPARATE.					
MDW-6100	OVERLAY RUNWAY 13L/31R	125,000	2,250,000	125,000		2,500,000
	OVERLAY ,RESTRIPE, AND GROOVE RUNWAY 13L/31R AT MIDWAY. APPROXIMATELY 6200' X 175' WIDE INCLUDING SHOULDERS.					
MDW-6101	OVERLAY RUNWAY 4R/22L	100,000	1,800,000	100,000		2,000,000
	OVERLAY, RESTRIPE, AND GROOVE RUNWAY 4R/22L AT MIDWAY. APPROXIMATELY 6000' X 175' WIDE INCLUDING SHOULDERS.					
MDW-6105	AIRPORT BEACON REWIRING & NEW WIND SOCK	1,375	24,750	1,375		27,500
	REWIRE AIRPORT BEACON AS NECESSARY TO PUT BEACON UNDER TOWER CONTROL. REPLACE EXISTING WIND SOCK WITH NEW LIGHTED SOCK AND REWIRE AS NECESSARY TO ELIMINATE ALL EXPOSED WIRING.					
MDW-6113	REHAB/UPGRADE PUBLIC RESTROOMS-STUDY	5,000	5,000			10,000
	DEVELOP PROGRAM AND SCHEMATICS FOR 2 NEW RESTROOMS IN THE SOUTH END OF THE TERMINAL, DEVELOP RECCOMENDATIONS FOR THE REHABILITATION AND UPGRADE OF THE EXISTING TOILET ROOMS, AND DEVELOP SOLUTION FOR RELOCATION OF THE SECURITY AREA AND RELATED ENCLOSURES NECESSARY TO SECURE GATE C1.					
MDW-6115	NEW TERM ENTRY DOORS W/ VESTIBULES			410,000		410,000
	REPLACE EXISTING 11 TERMINAL ENTRANCES WITH NEW VESTIBULED ENTRANCES. EXISTING DOORS AND OPERATORS TO BE REPLACED.					
MDW-6120	ELECTRICAL VAULT EQUIPMENT UPGRADE	6,200	117,800	6,200		124,000
	REPLACE OR REHABILITATE EQUIPMENT IN RELOCATED ELECTRICAL VAULT AS REQUIRED.					
	TOTAL	3,518,704	28,131,372	2,091,204	1,540,000	35,275,080

(Continued from page 2025)

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. On behalf of the City of Chicago, the Mayor, the Commissioner of Aviation and the City Comptroller are hereby authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to approve as to form and legality, a replacement Cargo Building and Site Agreement with Continental Airlines, Inc., for premises at Chicago-O'Hare International Airport, said agreement to be substantially in the form attached.

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

Cargo Building Site Lease attached to the foregoing ordinance reads as follows:

Cargo Building Site Lease.

This Lease is made and entered into as of the _____ day of _____, 1987, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and Continental Air Lines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada ("Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Airline is or wishes to become engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

Article I.

1.01 Lease of Premises. City hereby leases to Airline, and Airline hereby leases from City, the premises owned by the City of Chicago (hereinafter referred to as the "Demised Premises") shown as outlined on Exhibit A attached hereto, together with the facilities, rights and privileges hereinafter described subject only to a reservation of easement rights for the maintenance and replacement, if necessary, of such public utilities as may traverse the demised premises, and subject to certain options herein described.

The Demised Premises consist of a building of 329,260 square feet, and roadways and a site including parking facilities with an area of 456,967 square feet.

1.02 Use of Apron. Airline is herein granted the exclusive use of the airport apron ("Apron Use Permit") shown in Exhibit A attached hereto totaling 267,000 square feet. Airline, its sublessees or assigns, is hereby granted the exclusive use of such apron area subject to the restrictions contained herein. The Apron shall be maintained by Airline.

1.03 Operation of Cargo Site. Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo, including, without limitation, the following:

(a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;

(b) the loading and unloading upon the Demised Premises of property, cargo and mail upon or from aircraft by such means as may be necessary or convenient;

(c) the loading, unloading and parking of automobiles and trucks relating to its freight and cargo operations;

(d) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, and the carrying on of activities reasonably necessary or convenient in connection with its freight and cargo operations;

(e) taxiing, parking, storing, maintaining, conditioning and repairing (to the extent such are considered routine ramp servicing) of aircraft and equipment;

(f) the handling of passengers in commercial or retail flights when traffic at the Airport prevents the handling of such passengers at a terminal pursuant to such terms and conditions as agreed between Airline and Commissioner. All passengers handled pursuant to this provision must be shuttled to a terminal area for processing. In no event shall this provision be interpreted as allowing retail passenger operations other than the incidental handling of passenger in irregular operation situations; and

(g) the receiving, dispatching, handling and storing of property for use by Airline in its operations at the Airport.

Nothing in this Lease shall be deemed to permit the conduct by Airline or its sublessees of any cargo and freight business other than the operation of an air transportation business, and such business shall not include the transportation of passengers to and from the Demised Premises except as provided above.

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the discretion of the Commissioner of Aviation after due consideration of airline's request.

1.04 Ingress and Egress; Right to Connect Utilities. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its or their employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline its sublessees or assigns, its or their employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (1) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline or its sublessees or assigns, (iii) transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's or its sublessees or assigns' business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from or within the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and mechandise, or preclude City from imposing any sales, occupation or other taxes, or permit or license fees. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the

right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Airline shall not block or otherwise obstruct common use taxilanes or access roads with aircraft or groundside vehicles respectively, at any time nor in any manner which will impair or adversely affect any other airline tenant from using or operating on said taxilanes or access road areas.

1.05 Sublease And Assignment Of Demised Premises.

(a) Airline may sublet or assign the Demised Premises in whole or in part, to another person in the business of air transportation of freight and cargo or enter into freight handling agreements, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of rent hereunder and for the payment, performance and observance of its other obligations and agreements herein provided unless said sublease or assignment involves all of the Demised Premises and such release of primary liability is approved by the City Council of City; and

(ii) Any sublease or assignment of the Demised Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. In no event shall approval of any sublease or assignment be deemed to constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease or assignment.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 1.05.

1.07 Option to City. Airlines exclusive use of the Demised Premises is subject to the right of the City, exercisable at any time during the first year of this agreement, to occupy an area of approximately 40,000 square feet within the cargo building together with adequate parking and access space for the City's use. Upon the exercise of the option herein, the City shall waive that portion of the building and site rental relating to the Demises Premises occupied by the City.

Article II.

2.01 Term. The term of this Lease shall be for a period of _____ (_____) years commencing on _____, 19____, and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

Article III.

3.01 Rent.

(a) At such time and in such manner as set forth in subsection (b) and subject to adjustment pursuant to subsection (c) of this section 3.01, Airline shall pay City rent for the Demised Premises as follows:

Ninety Cents ($0.90) per square foot per year for the site area; and Five Dollars ($5.00) per square foot per year for the building area.

(b) Rent shall begin accruing hereunder on January 1, 1987. From and after the time rent begins so accruing, Airline shall pay City, not later than the first day of each month the rent due for such month all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

3.02 Operation and Maintenance Expense. There is hereby created an Operation and Maintenance Fund to cover the costs and expenses incurred by the City in operating and maintaining the Common Areas of the Cargo Area. For purposes of this section 3.02, "Cargo Area" shall mean the portion of the Airport defined as such in the Airport Layout Plan, as amended from time to time, and "Common Areas" shall mean those portions of the Cargo Area not leased to any party for its exclusive use.

Thirty (30) days prior to the first rental payment under section 3.01(b) and not later than seventy (70) days prior to the end of each Fiscal Year thereafter, City shall furnish Airline with a projection of the O&M Expenses for the Cargo Area for the next ensuing Fiscal Year. On the first date that rental is due under this agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal one- twelfth (1/12) of the Airlines *pro rata* share of the projected O&M expenses for the fiscal year. Airlines *pro rata* share shall be determined by a percentage in which the total square footage of site land leased to Airline pursuant to section 3.01(a) is the numerator and the total square footage of land leased in the Cargo Area is the denominator.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised projection of O&M expenses in the Cargo area which shall reflect the most recently available information with regard to the amounts actually incurred as O&M expenses in the Cargo Area. If the revised projection forecasts expenses that would result in an overpayment or underpayment by Airline of five percent (5%) or more of the amount needed for such O&M expenses, payments under this Section shall be adjusted to conform to the revised projection. In no event shall the O&M charge under this section, as so adjusted, be less than zero. Any surplus in the O&M Fund at the end of a Fiscal Year shall be carried over, in the O&M fund to cover costs which may be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the Cargo Area, including, but not limited to, sewer and water line repairs or replacements, Apron repavement or replacement, right of way improvements or replacements (including costs of right of way expansion or relocation).

The determination as to whether repairs, reconstruction or replacement of capital facilities is required from the O&M Fund shall be vested in the City. The Commissioner shall provide Airline with thirty (30) days notice of any deficiency assessment together with a statement of the need for such assessment, estimated cost of such assessment and

any available projected construction schedule. During the notice period Airline may notify the Commissioner of any reasonable objections to the deficiency assessment. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator.

The City will maintain accurate records allocating O&M expenses for each Fiscal Year. Within six months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report ("Final Audit") prepared in accordance with generally accepted accounting principles covering the O&M expenses for such preceding Fiscal Year and shall set forth the O&M expenses paid by Airline during such period.

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder.

3.03 Deficiency Assessments. In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the Cargo Area site exceed the funds available in the O&M fund. Airline shall pay, by means of a deficiency assessment, its *pro rata* share of the costs incurred not funded from the O&M fund. Airlines *pro rata* share shall be determined by dividing the amount of those costs incurred, or anticipated to be incurred and not funded from the O&M fund by a percentage of which the total square footage leased by the Airline for cargo facilities is the numerator and the total square footage of all leased cargo space in the Southwest Cargo Area is the denominator.

3.04 Taxes. Airline shall be responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Airline to the appropriate taxing agency. Airline shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within five days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax including those enacted or promulgated by City.

Article IV.

4.01 Maintenance, Replacement And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Improvements and shall clean and keep clear of debris the Improvements and the Demised Premises. Airline shall, at all times at the Demised Premises:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and inside painting, such repairs, replacements, and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic on the Demised Premises. Take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

4.03 Signs. Any advertising signs installed by Airline on the Demised Premises shall be limited to those which advertise the air transportation business of the lessee or its assigns of sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

4.04 Lighting. Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

4.05 Covenant Against Liens. Airline shall keep the Demised Premises and the Improvements free and clear of liens, except as may be approved by City, which might arise out of any act by Airline; provided however, that Airline may, in good faith, contest the validity of any lien.

4.06 Performance By City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of forty-five (45) days after notice from City so to do, any obligation imposed on Airline by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline shall pay City such charge when invoiced in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and the notice to Airline so states, the City may perform such obligation of Airline at any time and Airline shall pay the cost and expense of such performance.

4.07 Inspection. City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Airline to make ordinary repairs. City representatives shall notify Airline's representative on the Demised Premises at the beginning of any inspections.

4.08 Non-Disturbance. The operations of Airline and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Airline to correct the demeanor, conduct, or appearance of Airline's employees, Airline shall forthwith comply with such request.

Article V.

5.01 Facilities Furnished by City. City shall deliver the Demised Premises to Airline in "as is" condition. The Demised Premises is provided with taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches constructed by the City. Airline may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity furnished to the Demised Premises.

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

5.03 Exclusive Possession. Subject to the provisions of this Lease, City covenants that so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges leased to it hereunder.

5.04 Performance by Airline Upon Failure of City to Maintain and Operate. In the event City fails to perform for a period of forty-five (45) days after notice from Airline so to do, any obligation required under section 5.02 of this agreement to be performed by City, Airline may perform such obligation of City and City shall pay to Airline the cost of such performance, but Airline shall not deduct any such cost from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation and City shall pay for Airline's cost of such performance if the City has not commenced performance of its obligations after receipt of such notice.

Article VI.

6.01 Rules And Regulations.

(a) Airline shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

(b) City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline.

(c) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of Airline's air transportation business.

(d) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport so long as such contest is diligently commenced and prosecuted by Airline.

Article VII.

7.01 Exercise by City of Governmental Functions. Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fee or to procure necessary permits or licenses provided such requirements are not inconsistent with the rights and privileges granted hereunder.

Article VIII.

8.01 Insurance. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Section, such compliance shall also serve as compliance with the requirements of this Section.

8.02 Insurance Of Demised Premises.

(a) The Improvements shall be insured at all times, and during the term hereof, under a so-called "fire and extended coverage policy or policies," issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Airline. All such insurance policies shall name City as an additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City or Airline as their interests appear. Any costs incurred by City under such insurance policies shall be paid by Airline to City at

the Office of City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If the Demised Premises is damaged or destroyed, and if any insurance proceeds are payable by reason thereof, Airline shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.03 Proof of Insurance. Airline shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Airline shall notify the Commissioner twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

Article IX.

9.01 Abatement in the Event of Closing. In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise then the rent payable by Airline shall abate for the period of such closing.

9.02 Abatement on Account of Casualty. (a) If due to damage or destruction by fire or other casualty, not due to any fault of Airline, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety
(90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.

(b) If due to damage or destruction by fire, Act of God, or other casualty affecting the Airport, Airline's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right, upon notice to City, to the abatement of a just

proportion of the rent provided herein from the time of such notice until normal operations are permitted.

(c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Airline to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Airline shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner. Within thirty (30) days of receipt of said protested rent, City shall notify Airline of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction. The failure of the Commissioner to respond to Airline's protest within thirty (30) days shall be deemed an acceptance of such protest by the Commissioner..

(d) Except as otherwise expressly set forth herein, Airline shall have no right to rent abatement or set-off of any kind.

Article X.

10.01 Release of City. (a) City shall not be liable to Airline, or to Airline's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Airline's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.

(b) City shall not be liable to Airline for damage to property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the active negligence of the City.

10.02 Regulating the Airport. Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

10.03 Indemnity. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;

(ii) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligation hereunder) of any premises demised to Airline hereunder;

(iii) The condition of Airline's Demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XI.

11.01 Termination by City. City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(i) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Lease shall be accelerated and become due and payable.

(ii) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization law.

(iv) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(v) The assignment by Airline of its assets for the benefit of its creditors.

(vi) The Abandonment by Airline of its conduct of air transportation of cargo and freight at the Airport.

(vii) The default by Airline in the performance of any material, covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Article XII.

12.01 Recovery Of Possession By City.

(a) If Airline abandons the Demised Premises, or if this Lease is terminated, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Airline and any other person claiming through it and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

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

Article XIII.

13.01 Termination by Airline. (a) Airline may terminate this Lease and any or all of its obligations hereunder if (i) at such time Airline is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:

(1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Airline and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Airline.

(2) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or

the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation business; provided, however, that none of the foregoing shall be due to any fault of Airline.

(4) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

No waiver by Airline of default of any of the terms, covenants, or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

Any termination by Airline pursuant to section 13.01(a)(1), (2), (3) or (5) shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination, or intent to terminate thirty (30) days prior to such termination together with a statement of how the substantial operations of the Airline have been affected.

Article XIV.

14.01 Right of Airline to Remove Property. Airline shall be entitled during the term of this Lease, and for a reasonable time (not exceeding forty-five (45) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or to any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

Article XV.

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

Airline, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be

subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

15.02 Nondiscrimination in Furnishing Services. Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

15.03 Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airlines assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airlines assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XVI.

16.01 Definitions. The following words, terms and phrases, shall, for purposes of this agreement, have the following meaning:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the airline of all of the uses permitted under this agreement in section 1.02, other than for reasons of strikes or Force Majeure, for a period of 60 days.

(2) "Agreement" means this Cargo Building Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Airline" means, at any time, the lessee of the Demised Premises referenced in section 1.01.

(4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of property, cargo or mail as a common carrier for compensation or hire in commerce. Air Transportation of freight and cargo shall not mean the transportation of persons for compensation by aircraft in commerce.

(5) "Airport" means Chicago-O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights of way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(6) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.

(7) "Demised Premises" means, at any time, those areas and facilities which are leased to such Airline for its exclusive occupancy and use as defined in section 1.01.

(8) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

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

(10) "Improvements" means the building structure, aircraft parking apron, and vehicular parking and loading areas as described in Exhibit A attached hereto and herein incorporated by reference.

(11) "Operation and Maintenance Expenses" (sometimes abbreviated as "O&M Expenses" means, for any Fiscal Year, the costs incurred by the City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly by allocation to the Airport by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including with limitation:

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

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

(g) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Airport;

(h) costs of advertising at or for the Airport;

(i) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the airport or any of its structures or facilities;

(j) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Airport, and which, under generally accepted accounting principles, are properly chargeable as expenses to the Airport, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(12) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

(13) "Taxiways" means, at any time, taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

16.02 Incorporation of Exhibits. The following exhibit attached hereto is made a part of this Agreement:

Exhibit A--The Demised Premises

16.03 Prior Lease. The lease between the City and the Airline dated December 1, 1967 is hereby terminated effective January 1, 1987. It is the intent of the Airline and the City that this agreement will supercede and replace the lease dated December 1, 1967.

Article XVII.

17.01 Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, 2929

Allen Parkway, P. O. Box 4607, Houston, TX, 77210-4607, Attention: Vice President, Properties & Facilities or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

17.02 Separability. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way effect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

17.03 Remedies Cumulative. The rights and remedies granted in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.04 Headings. The Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

17.05 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17.06 Construction and Consent to Jurisdiction. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

17.07 Late Payments. Any payment required to be made by Airline under this Lease which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

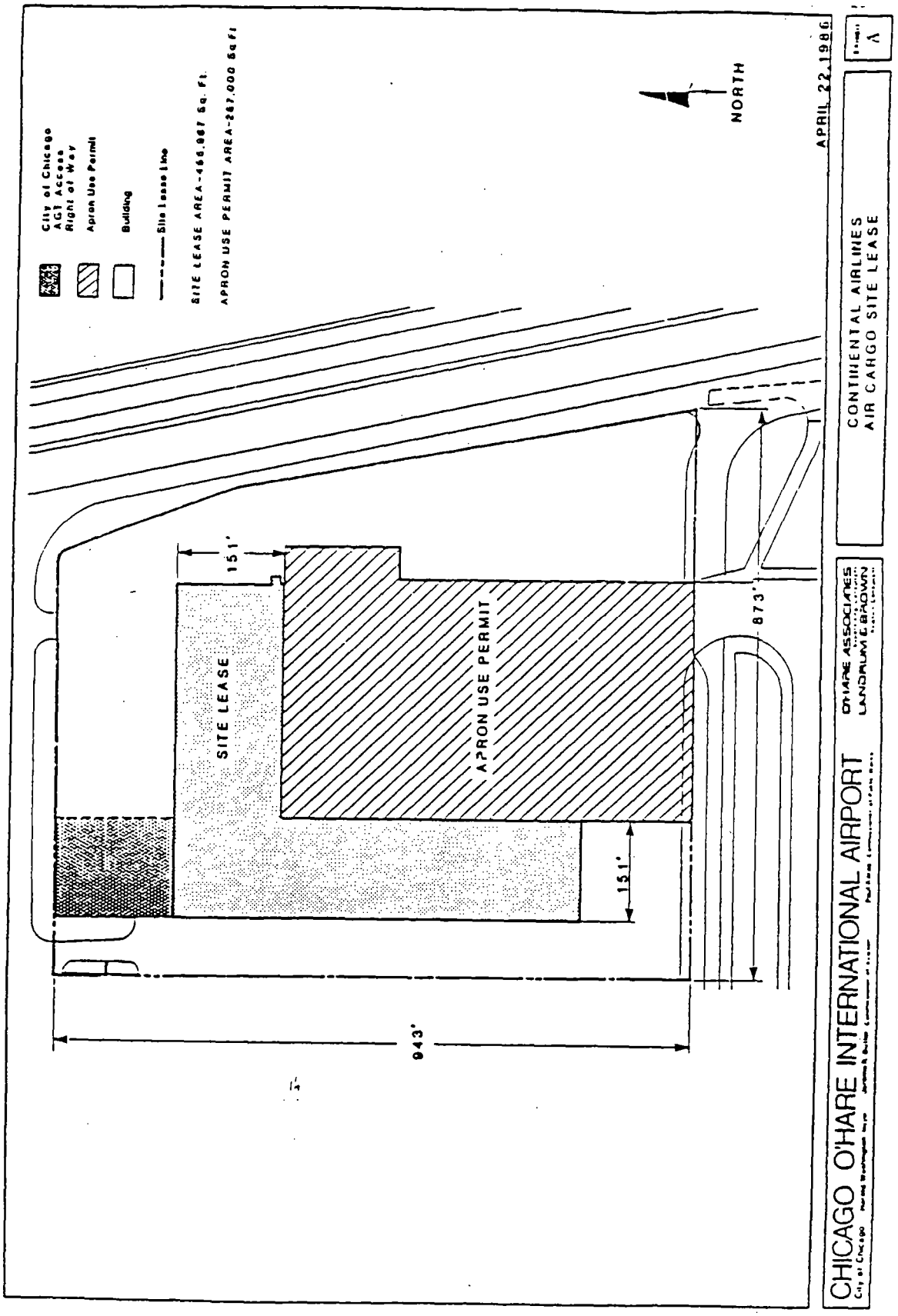
17.08 Counterparts. This Lease may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

17.09 Amendments. This Lease constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

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

[Signature forms omitted for printing purposes.]

[Exhibit A printed on page 2053 of this Journal.]


City of Chicago
AGI Access
Right of Way
Apron Use Permit
Building
Site Lease Line
SITE LEASE AREA-466,867 Sq. Ft.
APRON USE PERMIT AREA-287,000 Sq Ft
NORTH
APRIL 22,1986
CONTINENTAL AIRLINES
AIR CARGO SITE LEASE
A
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
151'
SITE LEASE
APRON USE PERMIT
873'
151'
943'

APPROVAL AND EXECUTION OF CARGO BUILDING SITE LEASE WITH AMERICAN AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the approval and execution of a Cargo Building Site Lease between the City of Chicago and American Airlines, Inc., for premises located in the southwest cargo area at Chicago O'Hare International Airport (which was referred on April 1, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA.
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Cargo Building Site Lease attached hereto between the City and American Airlines, Inc., is hereby authorized and approved. The Mayor, the Comptroller, the Commissioner of the Department of Aviation and the Commissioner of the Department of Public Works are hereby authorized to execute the Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Cargo Building Site Lease attached to the foregoing ordinance reads as follows:

Cargo Building Site Lease.

This Lease is made and entered into as of the 19th day of December, 1986, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and American Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, City and Airline have executed and Amended and Restated Airport Use Agreement and Terminal Facilities Lease (the "Airport Use Agreement") having an effective date of May 12, 1983; and

Whereas, Airline is or wishes to become engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided; and

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

Article I.

1.01 Lease of Premises. City hereby leases to Airline, and Airline hereby leases from City, the land depicted on Exhibit A hereto ("Demised Premises"), which consists of 530,808 square feet, together with the facilities, rights and privileges hereinafter described. City shall use its best efforts to deliver possession of the Demised Premises to Airline no later than October 30, 1986. The date on which City actually delivers to Airline possession of the Demised Premises is referred to herein as the "Delivery Date".

1.02 Operation of Cargo Site. Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo and such other uses as set forth below, including, without limitation, the following:

(a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;

(b) the loading and unloading upon the Demised Premises of property, cargo and mail upon or from aircraft by such means as may be necessary or convenient;

(c) the loading, unloading and parking of automobiles and trucks relating to its freight and cargo operations; and

(d) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, and the carrying on of activities reasonably necessary or convenient in connection with its freight and cargo operations.

(e) taxiing, parking, storing, maintaining, conditioning and repairing (to the extent such are considered routine ramp servicing) of aircraft and equipment including flight kitchen equipment.

(f) the handling of passengers in commercial or retail flights when traffic at the Airport prevents the handling of such passengers at a terminal pursuant to such terms and conditions as agreed between Airline and Commissioner. All passengers handled pursuant to this provision must be shuttled to a terminal area for processing. In no event shall this provision be interpreted as allowing retail passenger operations other than the incidental handling of passenger in irregular operation situations.

(g) the receiving, dispatching, handling and storing of property for use by Airline in its operations at the Airport.

Nothing in this Lease shall be deemed to permit the conduct by Airline or its sublessees of any cargo and freight business other than the operation of an air transportation business, and such business shall not include the transportation of passengers to and from the Demised Premises except as provided above.

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the discretion of the Commissioner of Aviation after due consideration of airline's request.

1.03 Ingress and Egress; Right to Connect Utilities. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its or their employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline its sublessees or assigns, its or their employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein

permitted any materials or services purchased or otherwise obtained by Airline or its sublessees or assigns, (iii) transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's or its sublessees or assigns' business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and mechandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Airline shall not block or otherwise obstruct common use taxilanes or access roads with aircraft or groundside vehicles respectively, at any time nor in any manner which will impair or adversely affect any other airline tenant from using or operating on said taxilanes or access road areas.

1.04 Sublease And Assignment Of Demised Premises.

(a) Airline may sublet or assign the Demised Premises, in whole or in part, to another person in the business of air transportation of freight and cargo or enter into freight handling agreements, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of rent hereunder and for the payment, performance and observance of its other obligations and agreements herein provided unless said sublease or assignment involves all of the Demised Premises and such release of primary liability is approved by the City Council of City; and

(ii) Any sublease or assignment of the Demised Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. In no event shall approval of any sublease or assignment be deemed to constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease or assignment.

(b) Any sublease or assignment under this section, except a sublease or assignment to a subsidiary, parent corporation, or subsidiary of a parent corporation, shall increase the rental payable to City under section 3.01 to $.45 square foot for that percentage of the Demised Premises subject to such sublease or assignment. For purposes of this section it shall be agreed that any portion of the Demised Premises whose rental under section 3.01 is less than $.45 per square foot shall be presumed to be the area subleased or assigned under this section.

(c) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 1.04.

Article II.

2.01 Term. The term of this Lease shall be for a period of thirty-two (32) years commencing on October 30, 1986, and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

Article III.

3.01 Rent.

(a) At such time and in such manner as set forth in subsection (b) Airline shall pay City rent as follows:

(i) $.0459 per square foot per year for 430,373 square feet representing replacement footage from Airline's prior cargo lease terminated pursuant to section 13.01(c) of the 1983 Airport Use Agreement between Airline and the City.

(ii) $.45 per square foot per year for 100,435 square feet representing additional leased footage beyond that leased by Airline under prior cargo leases with the City and which is not subject to the provisions of section 13.01(c) of the 1983 Airport Use Agreement between Airline and City of Chicago.

(b) Rent shall begin accruing hereunder on the earlier of (i) the date of substantial completion of the Improvements (as defined in Section 4.01 hereof) or (ii) April 1, 1988. From and after the time rent begins so accruing, Airline shall pay City, not later than the first business day of each month, the rent due for such month all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

3.02 Operation and Maintenance Expense. There is hereby created an Operation and Maintenance Fund to cover the costs and expenses incurred by the City in operating and maintaining the Common Areas of the Cargo Area. For purposes of this section 3.02, "Cargo Area" shall mean the portion of the Airport defined as such on Exhibit E entitled Cargo Area Layout Plan attached hereto and herein incorporated.

Thirty (30) days prior to the first rental payment under section 3.01(b) and not later than seventy (70) days prior to the end of each Fiscal Year thereafter, City shall furnish Airline with a projection of the O&M Expenses and projected O&M charges for the Cargo Area for the next ensuing Fiscal Year. On the first date that rental is due under this agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal one-twelfth (1/12) of Airline's *pro rata* share of the projected O&M expenses for the fiscal year. Any airline whose rent includes additional leased footage under section 3.01(a)(ii) shall pay O&M expenses on such additional leased footage only to the extent that such O&M expenses exceed $.10 per

square foot. Airline's *pro rata* share shall be determined by a percentage in which the total square footage leased to Airline pursuant to section 3.01(a) is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised projection of O&M charges for the Cargo Area which shall reflect the most recently available information with regard to the amounts actually incurred as O&M expenses in the Cargo Area. If the revised projection forecasts expenses that would result in an overpayment or underpayment by Airline of five percent (5%) or more of the amount needed for such O&M expenses, payments under this section shall be adjusted to conform to the revised projection. In no event shall the O&M charge under this section, as so adjusted, be less than zero. Any surplus in the O&M fund at the end of a Fiscal Year shall be carried over, in the O&M fund to cover costs which may be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area, including, but not limited to, sewer and water line repairs or replacements, Apron repavement or replacement, right of way improvements or replacements (including costs of right of way expansion or relocation).

The City will maintain accurate records allocating O&M expenses for each Fiscal Year. Within six months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report ("Final Audit") prepared in accordance with generally accepted accounting principles and certified by an independent accountant or outside auditors covering the O&M expenses for such preceding Fiscal Year and shall set forth the O&M expenses paid by Airline during such period.

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder.

3.03 Deficiency Assessments. In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area site is $75,000 or less per project. Airline shall pay, by means of a deficiency assessment, its *pro rata* share of the costs incurred not funded from the O&M fund. Airlines *pro rata* share shall be determined by dividing the amount of those costs incurred, or anticipated to be incurred and not funded from the O&M fund by a percentage of which the total square footage leased by the Airline for cargo facilities is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

At any time during the term hereof, Airline may notify the Commissioner of any objections to the O&M charges. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator. In the event that the costs incurred by the City in the repair, reconstruction or replacement of any capital projects in the common areas of Cargo Area which equal $75,000 or less are required, City shall, at least thirty (30) days prior to making any expenditure, give written notice to Airline. Capital projects shall be defined as a) those projects which do not require immediate, emergency corrective action within a

twenty-four (24) hour period and b) are defined in accordance with generally accepted accounting principles as may be re-defined from time-to- time by City's public accounting firm. Such notice shall include (i) an estimate of (1) the cost of such project, (2) the construction scheduled, description and justification for such project, (ii) the manner of payment and estimated payments required as a result thereof, (iii) the proposed allocation of such expenses within the Cargo Area portion of the Land Support cost center, and (iv) the projected impact of such costs on Airport fees and charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such expenditures within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-In-Interest (which is herein defined as fifty-one percent (51%) of all Airlines having executed an Airport Use Agreement and leasing cargo building sites within the Cargo Area as shown on Exhibit E to the site leases), City shall convene a meeting of the Airlines to discuss such capital projects, with City providing due consideration to such Airline comments.

In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of Cargo Area site exceed $75,000 per project, the City shall not make any expenditures or issue any obligations to finance the cost thereof for any repair, replacement or reconstruction project unless and until such project and financing thereof has been approved by a Majority-In-Interest. At least forty-five (45) days before making any expenditure or issuing any obligations, City shall submit a proposal in writing to those Airline parties, having under lease land in the Cargo Area which proposal shall include an estimate of (a) the cost of such project, (b) the expenses resulting therefrom (c) the sources and use of funds and the terms of any financing, if any (d) the construction schedule, descriptions and justification for any such project (e) the proposed allocation of any costs among and within any Airport Cost-Revenue Centers and (f) the detail to enable the Airlines comprising the Majority-In-Interest to make an informed judgment on the appropriateness of such project and financing. A project and financing shall be deemed to be approved if (i) a Majority-In-Interest approves it pursuant to a certificate issued by the Airline's Representative as defined in the Airport Use Agreement or (ii) City is not notified in writing of Majority-In-Interest disapproval within thirty (30) days of the submission of such proposal by City.

3.04 Taxes. Airline shall be responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Airline to the appropriate taxing agency. Airline shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within thirty (30) days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax including those enacted or promulgated by City.

Article IV.

4.01 Construction of Improvements on Demised Premises. Airline, after securing necessary permits therefor, shall at its sole expense, erect and install on the Demised Premises, the structures, aircraft parking apron, and improvements (hereinafter collectively referred to as the "Improvements") as described in Exhibit B attached hereto.

Design and construction of the Improvements shall be accomplished in accordance with the provisions of Exhibits C and D hereto.

For purposes of this section, construction of Airline's facilities on the Demised Premises may include construction of connections with any roadway, water line, sewer line, drainage ditch and utility line serving the Demised Premises, if requested by Airline, and the plans and specifications are approved by the City.

4.02 Maintenance, Replacement And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Improvements and shall clean and keep clear of debris the Improvements and the Demised Premises. Airline shall, at all times at the Demised Premises:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and inside painting, such repairs, replacements, and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic on the Demised Premises. Take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage debris and other waste materials (including snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

4.03 Title. Title to the Improvements shall vest in City upon certification by an engineer employed by City that construction of the Improvements has been completed.

4.04 Signs. Any advertising signs installed by Airline on the Demised Premises shall be limited to those which advertise the air transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

4.05 Lighting. Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required

to conform to standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

4.06 Covenant Against Liens. Airline shall keep the Demised Premises and the Improvements free and clear of liens, except as may be approved by City, which might arise out of any act by Airline; provided however, that Airline may, in good faith, contest the validity of any lien.

4.07 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of forty-five (45) days after notice from City so to do, any obligation imposed on Airline by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline shall pay City such charge when invoiced in addition to any other amounts payable by Airline hereunder: provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and the notice to Airline so states, the City may perform such obligation of Airline at any time and Airline shall pay the cost and expense of such performance.

4.08 Inspection. City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Airline to make ordinary repairs. City representatives shall notify Airline's representative on the Demised Premises at the beginning of any inspections.

4.09 Non-Disturbance. The operations of Airline and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Airline to correct the demeanor, conduct, or appearance of Airline's employees, Airline shall forthwith comply with such request.

Article V.

5.01 Facilities Furnished by City. City shall deliver the Demised Premises in a rough graded condition in accordance with the specifications of O'Hare Development Project No. 402. City makes no warranty as to the soil conditions of the Demised Premises or the adequacy of the Demised Premises for Airline's intended purpose other than that the site has been prepared in accordance with O.D.P. No. 402. City shall construct taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches serving the Demised Premises, substantially as described in Exhibit B hereto. Airline may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity furnished to the Demised Premises.

5.02 Maintenance and Operation of Airport. City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage

ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

5.03 Exclusive Possession. Subject to the provisions of this Lease, City covenants that so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges leased to it hereunder.

5.04 Performance by Airline Upon Failure of City to Maintain and Operate. In the event City fails to perform for a period of forty-five (45) days after notice from Airline so to do, any obligation required under this agreement to be performed by City, Airline may perform such obligation of City and City shall pay to Airline the cost and expense of such performance, but Airline shall not deduct any such cost and expense from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation and City shall pay for Airline's cost and expense of such performance if the City has not commenced performance of its obligations after receipt of such notice.

Article VI.

6.01 Rules And Regulations.

(a) Airline shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

(b) City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline.

(c) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of Airline's air transportation business.

(d) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

Article VII.

7.01 Exercise by City of Governmental Functions. Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fee or to procure necessary permits or licenses provided such

requirements is not inconsistent with the rights and privileges granted hereunder or under the Airport Use Agreement.

Nothing herein shall be construed to prevent Airline from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

Article VIII.

8.01 Insurance. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Section, such compliance shall also serve as compliance with the requirements of this Section.

8.02 Insurance on Improvements during Construction. Airline, or Airline's designated representatives, shall, until the date upon which the Improvements are certified as complete by an engineer employed by City, keep in force insurance issued by a responsible insurance company or companies, insuring City against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the Demised Premises, in amounts of comprehensive insurance acceptable to City. Such policies shall insure the Improvements during construction under completed builder's risk insurance, against fire, with extended coverage insuring against, among other things, vandalism and sprinkler leakage in an amount equal to the full replacement value of the improvements under construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

8.03 Insurance Of Improvements After Completion Of Construction.

(a) The Improvements shall be insured at all times, on and after the date upon which completion thereof is certified by an engineer employed by City, and during the term hereof, under a so-called "fire and extended coverage policy or policies," issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, exposion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintain by Airline. All such insurance policies shall name City as an additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City or Airline as their interests appear. Any costs incurred by City under such insurance policies shall be paid by Airline to City at the Office of City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If any building or improvement constructed on the Demised Premises is damaged or destroyed on or after the date of completion of the Improvements as certified by an engineer employed by the City, and if any insurance proceeds are payable by reason thereof, Airline

shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.04 Proof of Insurance. Airline shall provide Certificates of Insurance as to all insurance policies required under this article.. Said policies shall be delivered to the Commissioner. Airline shall notify the Commissioner twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

Article IX.

9.01 Abatement in the Event of Closing. In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise then the rent payable by Airline shall abate for the period of such closing.

9.02 Abatement on Account of Casualty. (a) If due to damage or destruction by fire or other casualty, not due to any fault of Airline, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.

(b) If due to damage or destruction by fire, Act of God, or other casualty affecting the Airport, Airline's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.

(c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Airline to conduct normal operations requiring the

City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Airline shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner. Within thirty (30) days of receipt of said protested rent, City shall notify Airline of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction. The failure of the Commissioner to respond to Airline's protest within thirty (30) days shall be deemed an acceptance of such protest by the Commissioner.

(d) Except as otherwise expressly set forth herein, Airline shall have no right to rent abatement or set-off of any kind.

Article X.

10.01 Release of City. (a) City shall not be liable to Airline, or to Airline's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Airline's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.

(b) City shall not be liable to Airline for damage to property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the active negligence of the City.

10.02 Regulating the Airport. Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

10.03 Indemnity. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;

(ii) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;

(iii) The condition of Airline's Demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XI.

11.01 Termination by City. City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(i) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Lease shall be accelerated and become due and payable.

(ii) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization law.

(iv) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(v) The assignment by Airline of its assets for the benefit of its creditors.

(vi) The Abandonment by Airline of its conduct of air transportation of cargo and freight at the Airport.

(vii) The default by Airline in the performance of any material covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Article XII.

12.01 Recovery Of Possession By City.

(a) If Airline Abandons the Demised Premises, or if this Lease is terminated, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Airline and any other person claiming through it and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

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

Article XIII.

13.01 Termination by Airline. (a) Airline may terminate this Lease and any or all of its obligations hereunder if (i) at such time Airline is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:

(1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Airline and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Airline.

(2) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Cargo Area in its conduct of an air transportation business; provided, however, that none of the foregoing shall be due to any fault of Airline.

(4) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

No waiver by Airline of default of any of the terms, covenants, or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants, and conditions.

Any termination by Airline pursuant to section 13.01(a)(1), (2), (3) or (5) shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination, or intent to terminate thirty (30) days prior to such termination together with a statement of how the substantial operations of the Airline have been affected.

Article XIV.

14.01 Right of Airline to Remove Property. Airline shall be entitled during the term of this Lease, and for a reasonable time (not exceeding forty-five (45) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport to any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

Article XV.

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

Airline, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c)

that Airline shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

15.02 Non-Discrimination in Furnishing Services. Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

15.03 Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airlines assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airlines assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(b) Airline specifically agrees that it will comply with the provisions of exhibit D relating to Disadvantaged Business Enterprises, Affirmative Action Procedures, and Equal Employment Opportunity and Residency for Construction of the Project.

Article XVI.

16.01 Definitions. The following words, terms and phrases, shall, for purposes of this agreement, have the following meaning:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the airline of all of the uses permitted under this agreement in section 1.02, other than for reasons of strikes or Force Majeure, for a period of 60 days.

(2) "Agreement" means this Cargo Building Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Airline" means, at any time, the lessee of the Demised Premises referenced in section 1.01.

(4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of property, cargo or mail as a common carrier for compensation or hire in commerce. Air Transportation of freight and cargo shall not mean the transportation of persons for compensation by aircraft in commerce.

(5) "Airport" means Chicago-O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights

of way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(6) "Airport Use Agreement" means the Amended and Restated 1983 Airport Use Agreement and Terminal Facilities Lease.

(7) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.

(8) "Demised Premises" means, at any time, those areas and facilities which are leased to such Airline for its exclusive occupancy and use as defined in section 1.01.

(9) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

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

(11) "Force Majeure" means an earthquake, flood, act of God, riot, civil commotion or other occurrence or condition of like nature of any regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities or war.

(12) "Improvements" means the building structure, aircraft parking apron, and vehicular parking and loading areas as described in Exhibit B attached hereto and herein incorporated by reference.

(13) "Operation and Maintenance Expenses" (sometimes abbreviated as "O&M Expenses" means for the Cargo Area, for any Fiscal Year, the costs incurred by the City in operating and maintaining the common areas of the Cargo Area during such Fiscal Year, either directly or indirectly by allocation to the Cargo Area by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including without limitation:

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

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Cargo Area;

(e) costs of rentals of equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the common areas of the Cargo Area or its operations;

(g) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Cargo Area;

(h) costs of advertising at or for the Cargo Area;

(i) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the common areas of the Cargo Area or any of its structures or facilities;

(j) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Cargo Area, and which, under generally accepted accounting principles, are properly chargeable as expenses to the common area of the Cargo Area, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(14) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

(15) "Supervising Consultant" means a consultant selected by the City with expertise in the planning and construction of airports and facilities thereof.

(16) "Taxiways" means, at any time, taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

16.02 Incorporation of Exhibits. The following exhibits attached hereto are made a part of this Agreement:

Exhibit A--The Demised Premises.

Exhibit B--Description of Improvements.

Exhibit C--Procedures for Design and Construction of Improvements.

Exhibit D--Equal Employment and Affirmative Action.

Exhibit E--Cargo Area Layout Plan.

Article XVII.

17.01 Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, MD 3H57, P.O. Box 619616, DFW Airport, TX 7526/9616, Attention: Vice-President Corporate Real Estate or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

17.02 Separability. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way effect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

17.03 Remedies Cumulative. The rights and remedies granted in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.04 Headings. The Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

17.05 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17.06 Construction and Consent to Jurisdiction. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

17.07 Late Payments. Any payment required to be made by Airline under this Lease which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

17.08 Counterparts. This Lease may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

17.09 Amendments. This Lease constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

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

[Signature forms omitted for printing purposes.]

[Exhibit E printed on page 2080 of this Journal.]

Exhibits A, B, C and D attached to the foregoing lease read as follows:

Exhibit A.

Depiction Of Demised Premises.

Exhibit B.

Description Of Improvements.

Exhibit C.

Procedures For Design And Construction Of Improvements.

Paragraph 1. Responsibility for Design and Construction. Airline shall undertake the design and construction of the Improvements. Airline will negotiate and award, design and construction contracts and supervise the design, construction and installation of the Improvements throughout until their completion. In order to expedite construction of the Improvements, contracts associated with the design, construction and installation of the Improvements may be negotiated rather than competitively bid. Subject to the provisions of Paragraph 2 hereof, Airline may commence the acquisition, construction and installation of the Improvements at any time after the execution and delivery of this Lease and agrees that it will commence the acquisition, construction and installation of the Improvements as promptly as practicable, and that it will complete the acquisition, construction and installation of the Improvements with all reasonable dispatch.

Paragraph 2. Coordination with City. The design and construction of the Improvements will be in accordance with O'Hare design procedures and standards and reasonable construction standards established or approved by City. Such procedures and standards will not impose on Airline stricter or more rigid procedures or standards than are applied to other airlines at the Airport. Such procedures and standards will be established in a timely manner.

(a) Project Planning and Design Phase--Airline will submit or cause to be submitted, to City's Commissioner of Aviation and Commissioner of Public Works (the "Commissioners") proposed plans and specifications for the Improvements for review and comment by City. Such plans and specifications and all amendments thereto shall be subject to the approval of the Commissioners, which approval shall not be unreasonably withheld. The Commissioners will approve, conditionally approve or disapprove submissions of any such plans and specifications within ten (10) business days or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor. Notwithstanding the fast track construction procedures, Airline will complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will allow City appropriate review upon which to base the approval. Airline shall not proceed with construction until all necessary approvals have been obtained.

(b) City Construction Coordinator and Staff--The Commissioners shall designate a supervising consultant (the "Supervising Consultant") which shall act on behalf of City with respect to all matters related to the design and construction of the improvements and the coordination of construction of the Improvements with the operation of the Airport. Airline will provide reasonable administrative space for the Supervising Consultant contiguous to the Demised Premises. The Supervising Consultant shall provide such personnel as shall be necessary from time to time. All of City's communications to Airline with respect to the design and construction of the Improvements shall be made by or through the Supervising Consultant or the Commissioners. The cost of the Supervising Consultant shall be paid initially by City and reimbursed by Airline. City agreed to use its best efforts to keep the cost of such personnel as low as reasonably practicable, and in no event shall the aggregate amount of reimbursement to City hereunder exceed one percent of design and construction costs of the Improvement. City shall provide for Airline's review in November or December of each year during the period of construction, a definitive statement of Supervising Consultant services and required manpower and dollar budgets by month, with regard to the Improvements for the following calendar year. City shall provide Airline a detailed review and analysis of actual expenditures against budgets, including reallocation of budgets if required, with regard to the Improvements on a semi-annual basis. More frequent budget reviews will be provided at Airline's request. City shall provide Airline monthly invoices that describe time charges of Supervising Consultant staff assigned to the Improvements. Airline may, within ten (10) days of such provision, request a meeting with City to review and discuss such invoices. City shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline further may request City to review and audit Supervising Consultant invoices related to the Improvements at any time. Airline shall, upon request, receive copies of all such audits performed by City and may interview the personnel who performed such audits.

(c) Airline to Provide Information--Prior to the start of design of the Improvements and thereafter as may be necessary to provide the Commissioners with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioner through the Supervising Consultant (i) initial and updated

construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed and/or actual sequence of all construction contracts and subcontracts and the estimated date of completion of the work under each such contract, (ii) initial and updated site utilization plans, including contract limit lines, storage and office areas and proposed temporary alterations or detours intended to maintain public access and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport, and (iii) Airline's initial and updated estimates of the aggregate cost of the Improvements.

(d) Construction Phase--City shall have the right to monitor the construction of the Improvements to assure that the facilities which comprise the Improvements are constructed and installed in conformity with the plans, specifications and standards therefor. In order to assist City in monitoring the construction of the Improvements the general contractor shall submit, or cause to be submitted, to the Supervising Consultant, for information and record purposes, copies of all (i) field test reports, (ii) equipment purchase orders reflecting a cost in excess of $100,000, (iii) material certificates, (iv) approved shop drawings, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the Improvements and final acceptance thereof, (viii) maintenance and operations manuals in connection with building systems (ix) as-built drawings, and (x) any other documents related to the Improvements which may be reasonably requested by City. No charge order which materially changes the scope of the work shall be effected by Airline without the approval of the Supervising Consultant as to compliance with the plans and specifications, which approval shall not be unreasonably withheld. The Supervising Consultant will approve, conditionally approve or disapprove submissions of change orders within (10) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor.

In the event the Supervising Consultant determines that the construction of the Improvements is at material variance from the plans, specifications and standard therefor, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with representatives of Airline's architect and the general contractor.

If such consultation fails to achieve a result satisfactory to the Supervising Consultant, by written notice to Airline, the Supervising Consultant may, until it has been determined under the applicable contract that the work has been performed without material variance from the plans and specifications for such contract (a) suggest to Airline that it withhold payments from any contractor or subcontractor which has performed, in the judgment of the Supervising Consultant, work which is at material variance from the plans and specifications or (b) suggest to Airline that it stop work on any portion of the Improvements directly affected by such variance from the plans, specifications and standards. If Airline's response is, in the opinion of the Commissioners not acceptable to City, the Commissioners may direct Airline to stop work on any portion of the Improvements that are in variance with the plans, specifications and standards.

Any work or material which is at material variance from the plans and specifications therefor shall be corrected or replaced by Airline, provided that city informs Airline of such variance within ten (10) business days following the performance of such variance could not have been discovered with due diligence in which case City shall inform Airline of such variance as soon as reasonably practicable. If such work or material is not corrected or replaced by Airline within thirty (30) days following notice from City to Airline, City may cause such work to be corrected or such material to be replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such work cannot be corrected or such material cannot be replaced within said thirty (30) day period, Airline shall be afforded such additional reaonable time as may be necessary to correct such work or replace such material.

Paragraph 3. Access to Project Site. Airline and its architects, engineers and contractors, shall have full and complete access to the Demised Premises and other areas of the Improvements, provided that such access shall not reasonably interfere with the operation of the Airport. The Supervising Consultant shall have authority to arrange and shall arrange such access. It is Airline's responsibility to coordinate its design and construction with all other development projects at the Airport. Airport is solely responsible for any cost it or its contractors incur due to such coordination.

Exhibit D.

Equal Employment And Affirmative Action.

Paragraph 1. Minority and Women Business Enterprise.

Airline shall provide for the participation of Minority and Women Business Enterprises to the maximum extent possible in the design and construction of the improvements. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprise program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporate construction project. Neither Airline, nor its contractors, shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction project. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements, circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline shall establish a Minority and Women Business Enterprise Liaison with City's Designated Minority and Women Business Enterprise Liaison Officer with the U. S. Department of Transportation and with the City Department of Purchasing for the Improvements. Further, all personnel of Airline with responsibilities in the supervision of contracts for Improvements are to see that actions are performed consistent with the affirmative action goals of this exhibit.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be the fullest utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. To assure that such goals are met, the Airline shall hire City Certified M.B.E. or W.B.E. as general contractor or construction manager for the design and construction of the improvements. Said general contractor or construction manager shall be given full power to contract and employ subcontractors on the Improvement.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the project shall be to achieve a minimum M.B.E. and W.B.E. participation not less than Fifty-One (51%) Percent of the total contracted expenditures for the Improvements. Airline shall make all reasonable efforts for M.B.E and W.B.E. participation in the design of the Improvements. Should Airline be unable to achieve M.B.E./W.B.E. participation in the design of the Improvements, Airline shall award all contracts for the construction of the Improvements to Minority and Women Business Enterprises.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform design or construction work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and W.B.E. is not available to perform such work. The Commissioner shall forward the Airline's statement to the Department of Purchasing who shall determine if M.B.E. and W.B.E. are available to perform the work needed. If the Department of Purchasing determines that certified M.B.E. and W.B.E. are available to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. If the Department of Purchasing determines that no M.B.E. and W.B.E. is available to perform such work, it shall notify Airline of a waiver of this requirement.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

At quarterly intervals beginning September 15, 1986, Airline shall submit to City a Minority and Women Business Enterprise progress report, on forms or on a format established by the City, that includes the following items:

(i) the total amount of prime and subcontract awards during the quarter, and for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Improvement's Minority and Women Business Enterprise goals.

Paragraph 7. Contracting Authority of Airline. Nothing contained in this Exhibit D shall be deemed to amend or supercede the authority and responsibility of Airline with respect to the contracting process for the Improvements as set forth in Exhibit C.

ESTABLISHMENT OF AIRPORT LICENSE AGREEMENT FORMAT FOR USE WITH VARIOUS CARRIERS DOING BUSINESS AT CHICAGO AIRPORTS.

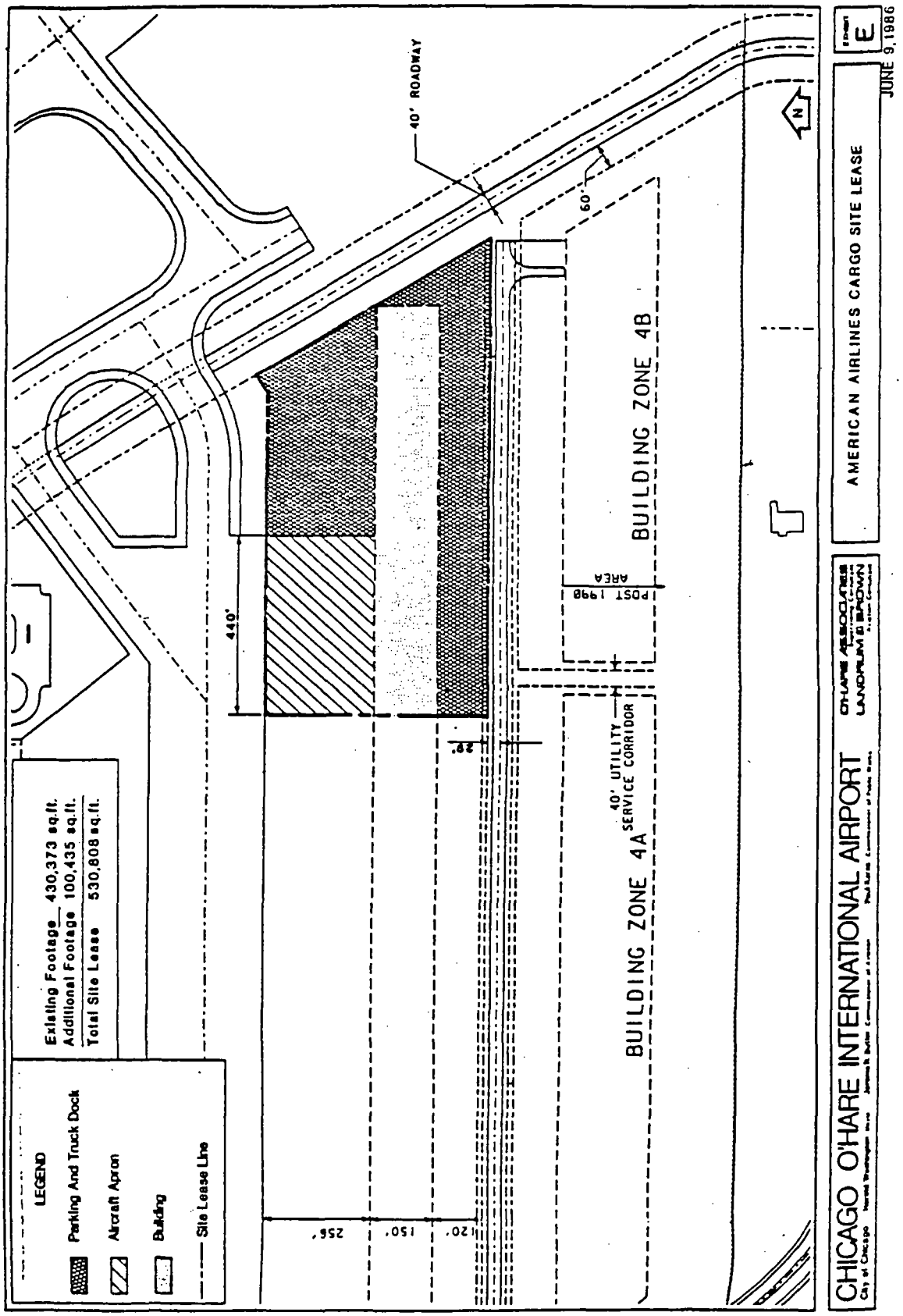
The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing an Airport License Agreement (which was referred June 24, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

(Continued on page 2081)


LEGEND
Parking And Truck Dock
Aircraft Apron
Building
Site Lease Line
Existing Footage 430,373 sq.ft.
Additional Footage 100,435 sq.ft.
Total Site Lease 530,808 sq.ft.
40' ROADWAY
60'
440'
BUILDING ZONE 4B
POST 1998 AREA
BUILDING ZONE 4A
40' UTILITY SERVICE CORRIDOR
20'
150'
256'
N
CHICAGO O'HARE INTERNATIONAL AIRPORT
AMERICAN AIRLINES CARGO SITE LEASE
JUNE 9,1986
E

(Continued from page 2079)

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, City owns and operates the airport known as _____ (hereinafter together with any additions thereto or enlargements thereof, referred to as ("Airport"), with the right to impose certain reasonable fees and charges for the use of the airfield by aircraft operators and airline companies; and

WHEREAS, City has the obligation as an efficient business manager of the Airport, to provide a proper legal instrument to guarantee that aircraft operators and airline companies which use the Airport on a regular basis, whether scheduled or non-scheduled but which do not have either a lease or sublease of terminal or hangar facilities at the Airport, will report their activities in a timely fashion so as to be properly invoiced for and to pay landing and parking fees, will hold the City harmless, will produce proof of financial responsibility and adequate insurance coverages, and will adhere to the legislation and rules promulgated by city, state or federal government agencies regulating airports and airport operations; and

WHEREAS, City is similarly charged with responsibility for the safety, security and physical integrity of the Airport and must to that end, together with the Federal Aviation Administration, regulate and coordinate the aircraft operations and activities on the Airport; now, therefore,

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

SECTION 1. That the City Comptroller and the Commissioner of Aviation, with the approval of the Corporation Counsel as to form and legality, are authorized to execute a License Agreement with any properly licensed and certified aircraft operator or airline

company serving Chicago O'Hare International Airport, Chicago Midway Airport or Merrill C. Meigs Field, said agreement to be substantially in the following form:

Airport License Agreement.

This Airport License Agreement (hereinafter referred to as "Agreement") is entered into this _____ day of _____, 19____, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "Licensor"), and _____, a corporation organized and existing under the laws of the State of _____, (hereinafter referred to as "Licensee").

In Consideration Of Their Mutual Promises, Licensor And Licensee Agree As Follows:

1. Airport Use. Licensor grants to Licensee the right to use _____ (hereinafter call the "Airport"), for the landing, taking off, flying over, taxiing, loading and unloading of aircraft operated by Licensee. This grant shall include Licensee's right to use certain apron and ramp areas for loading and unloading as may be designated by the Commissioner of Aviation (hereinafter referred to as the "Commissioner") of the City of Chicago Department of Aviation or as Licensee may be entitled to use in virtue of other contractual relationships for Airport facilities.

2. Term. The initial term of this Agreement shall be for one (1) year commencing on _____ and expiring on _____, and be renewable for two (2) additional one-year periods by a written notice delivered to the Commissioner forty-five (45) days prior to the expiration of the initial term or first renewal term. Any holding over shall be on a month to month basis only, subject to all other provisions of this Agreement.

3. Fees and Charges. In return for the use of the facilities and privileges granted by this Agreement, Licensee agrees to pay Licensor, (landing fees and parking fees) as per Chapter 37 of the Municipal Code, without notice or demand and without deduction or set off.

No additional charge shall be assessed in the event Licensee's aircraft departs from the Airport for another destination, and the aircraft, without making a stop at some other airport, is forced to return to and land at the Airport because of meteorological conditions, mechanical or operating causes or for any similar emergency or precautionary reason.

4. Monthly Activity Report. Licensee shall furnish to Licensor on or before the 10th day of each month, on a form furnished by the Department of Aviation's Administration Office, a true report of Licensee's operations at the Airport during the preceding month setting forth all data necessary to calculate the landing fee due under this Agreement. This report shall include, but shall not necessarily be limited to, the Licensee's total number of landings for the month by type of aircraft, the maximum gross certificated landing weight of each aircraft, the total number of enplaning and deplaning passengers, and the amount of cargo, freight and mail loaded and unloaded for such month. This signed report is to be sent to the Licensor in care of the Department of Aviation's Administrative Office at the address listed on the form itself.

5. Payment of Fees and Charges. Following receipt of the monthly activity report, Licensor shall transmit to Licensee a statement of the fees and charges incurred by Licensee during said month and the same shall be paid by Licensee within fifteen (15) days after transmittal of such statement. The acceptance by Licensor of any such payment made by Licensee shall not preclude Licensor from questioning the accuracy of Licensee's report, nor from auditing said reports on an annual basis. Licensee agrees to maintain its original copy of all such reports covering, as a unit, the most recent calendar year for a minimum of one additional year and to make them readily available at the Department of Aviations's Administrative Office upon demand by Licensor.

If Licensee fails to furnish Licensor with the monthly activity report when due, the Licensee's landing fee shall be determined by assuming that the Licensee's total landed weight for such month was 120% of its total landed weight during the most recent month for which such data is available for Licensee. Any necessary adjustment in such landing fee shall be calculated after an accurate report delivered to Licensor by Licensee for the month in question and resulting surpluses or deficits shall be applied as credits or charges to the appropriate invoices in the next succeeding month.

Licensee shall make all payments when due at the Office of the City Comptroller, Room 501, City Hall, Chicago, Illinois, 60602.

6. Rules and Regulations. Licensee shall comply with all rules, regulations and ordinances of Licensor which are now in effect or may hereafter be placed in effect.

7. Indemnification. Licensee agrees to indemnify, defend, and hold Licensor harmless from and against all liability for injuries to persons or damage to property caused by Licensee's use of or occupancy of or operations at the Airport; provided, that Licensee shall not be liable for any injury, damage or loss occasioned by the gross negligence of Licensor, its agents, or servants or employees. Licensee further agrees to reimburse Licensor for any and all costs and expenses, including, but not by way of limitation, reasonable attorney's fees, incurred by Licensor in sending or settling any such claims that are the responsibility of Licensee.

8. Non-Liability of Licensor. Licensor shall not be liable for any acts or omissions of Licensee, or its agents, servants or employees or independent contractors or for any condition resulting out of the operation or activities of Licensee, its agents, servants, employees or independent contractors or for any conditions resulting from the operations or activities of Licensee's agents, servants, employees or independent contractors affecting Licensee or any other person; nor shall Licensor be liable for any loss or damage to any personal property or equipment of Licensee.

9. Insurance. Licensee shall, at its expense, procure and keep in force at all times during the term of this lease or any renewal thereof, with a company acceptable to Licensor comprehensive public liability insurance with bodily injury and property damage limits of $5,000,000.00 per occurrence. Licensee further agrees to carry and keep in force at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business, with said insurance policy designating Licensor as an additional insured, and to furnish

Licensor with proper certificate that such insurance is in force. Their certificate shall state that at least thirty (30) days notice will be given to Licensor prior to cancellation of insurance coverage. The dollar amount of insurance coverage shall be reviewed on a periodic basis and increased, if necessary, in accordance with limits carried by other airport operators.

10. Performance Bond. At the time of the execution hereof and previous to the start-up of Licensee's operations at the Airport, Licensee shall execute and deliver to the Comptroller of the City of Chicago (hereinafter referred to as "Comptroller") a Performance Bond in an amount equal to the anticipated fees payable to Licensor over the first six (6) months of this Agreement. This bond shall be in a form approved by the Comptroller and issued by a surety company acceptable to the Comptroller, which company may at its option renew this bond by a new bond or a continuation certified each year. In the event a new bond is used the amount shall not be cumulative but any new bond must be for an amount which will guarantee payment of Licensee's contractual obligations to Licensor over the next succeeding six (6) month period.

11. Delinquent Fees. There shall be added to all sums due Licensor and unpaid an interest charge of 1 1/2% of the principal sum for each full calendar month of deliquency or 18% per annum, computed as simple interest. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue but such interest, when assessed thereafter, shall be computed from that due date.

12. Non-Discrimination Clause. Licensee for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that:

(a) No person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities.

(b) 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, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.

(c) That Licensee 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.

Licensee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonably and not unjustly discriminatory prices for each unit of service: provided, that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

13. Exclusive Right. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and Licensor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

14. Notices. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be deemed to have been given if enclosed in an envelope with sufficient postage attached, and sent by certified mail, insured delivery, and deposited in the United States mail addressed to:

Licensor:

The Commissioner of Aviation
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

Licensee:

or such other place as either party shall in writing designate in the manner provided herein.

15. Service. Licensee shall clean up any spills or debris in the loading and unloading area which are a direct result of Licensee's operations.

16. Termination. Licensor may immediately terminate this Agreement for non-payment of fees due, for Licensee's failure to provide and maintain required insurance or for Licensee's failure to provide and maintain the required performance bond. In the event Licensee breaches these or any other provisions of this Agreement, Licensor shall give written notice to Licensee that such breach has occurred. If said breach is not corrected within ten (10) days, Licensor may then terminate this Agreement.

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

In Witness Whereof, the parties hereto have caused this instrument to be executed on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

EXECUTION OF AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH EASTERN AIRLINES, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the approval and execution of the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and Eastern Air Lines, Inc. (which was referred on January 14, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which was transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, City desires to have Airline become a signatory to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease; now, therefore,

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

SECTION 1. The Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto between the City and the Airline is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto and

the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Amended And Restated Airport Use Agreement And Terminal Facilities Lease reads as follows:

Amended And Restated
Airport Use Agreement And
Terminal Facilities Lease.

This Agreement dated as of January 1, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and _____, a corporation organized and existing under the laws of the State of _____ ("Airline").

Witnesseth:

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

Whereas, City and each of American Airlines, Inc., Delta Air Lines, Inc., Northwest Orient Airlines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., and USAir, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983, as amended by Amendment No. 1 dated April 1, 1983 and Amendment No. 2 dated June 1, 1983 thereto, and City and Ozark Air Lines, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated May 12, 1983, as amended by Amendment No. 1 dated May 12, 1983 and Amendment No. 2 dated June 1, 1983 thereto (collectively, the "1983 Airport Use Agreement"); and

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

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

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

Article I.

Definitions.

Section 1.01--Definitions.

The following words, terms and phrases, shall, for purposes of this Agreement, have the following meanings:

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

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

(3) "Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

(4) "Aircraft Operator" means the owner, lessee or operator of an aircraft whether the aircraft so owned, leased or chartered is used for private, military, pleasure or governmental operations, or for airline or non-airline operations, or for scheduled or non-scheduled operations. "Aircraft Operator" shall not mean the pilot of an aircraft unless such pilot is also the owner or lessee thereof or a person to whom such aircraft is chartered.

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

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

(a) "Aircraft Parking Areas"--those areas adjacent to the Terminal Structures, the International Terminal Structures, and the general aviation building designated for the exclusive and non-exclusive parking, loading and unloading of aircraft;

(b) "Runways"--runways at the Airport for the landing and taking-off of aircraft;

(c) "Taxiways"--taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas, and other portions of the Airport; and

(d) "Facilities incidental to the Runways, Aircraft Parking Areas, and Taxiways"--facilities for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the F.A.A., signals, beacons, wind indicators, flood lights,

landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

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

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

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

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

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

(11) "Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached hereto, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

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

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

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

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

(16) "Airport Use Agreement" means (a) this Agreement, (b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, and (c) in the case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time.

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

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

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

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

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

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

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

(24) "Date of Beneficial Occupancy" means, with respect to Airline's Exclusive Use Premises, the earlier of (a) the date on which such premises are certified by City to be usable by Airline for the conduct of its Air Transportation Business, pursuant to written notice given by City to Airline; provided, however, that (i) if the construction of such premises is to be completed after the Effective Date, such premises shall not be certified to be so usable until construction of such premises is substantially complete, and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, (ii) if such premises are already constructed and occupied by another person prior to occupancy by Airline, such premises shall not be certified to be so usable until vacated by such other person occupying such premises (including any Airline Party whose Phase I or Phase II Exclusive Use Premises include such premises) and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, and (iii) failure by Airline to complete tenant improvements in a timely manner shall not be the basis for City determining that such premises are not usable for an Air Transportation Business, and (b) the date on which Airline first occupies such premises and conducts its Air Transportation Business therein pursuant to Section 4.03(b).

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

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

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

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

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

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

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

(32) "Exclusive Use Premises" means, at any time, for each Airline Party, those areas and facilities in the Terminal Area which, pursuant to Article IV of such Airline Party's

Airport Use Agreement, are then leased to such Airline Party for its exclusive occupancy and use.

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

(34) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under Federal Aviation Act of 1958, as amended, or any successor agency thereto.

(35) "Federal Inspection Service Facility" means facilities provided for the United States Customs Service, the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, and the United States Department of Agriculture, and any successor departments or services thereto, for the processing of arriving international passengers.

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

(37) "Fee Landing" means any landing at the Airport of an aircraft except (a) an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason, or (b) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

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

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

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

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

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

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

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

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

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

(47) "Government Grants-in-Aid" means those moneys granted to City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of Capital Projects; provided, however, that Government Grants-in-Aid shall not include any payments made for services rendered at the Airport.

(48) "Ground Transportation System" means the system operated by City, either directly or through an independent contractor, and employed in the conveyance of passengers and employees solely within the boundaries of the Airport, including all vehicles, equipment, stations, maintenance areas, and rights-of-way of such system.

(49) "Independent Accountant" means a certified public accountant selected by City, and approved by Majority-In-Interest, licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party, (b) shall be satisfactory to the Trustee, if any, and (c) may be the accountant that regularly audits the books of City or the Airport.

(50) "Independent Airport Consultant" means a consultant selected by City, after reasonable notice given to the Airlines' Representative, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

(51) "Independent Architect or Engineer" means an architect or engineer selected by City, after reasonable notice given to the Airlines' Representative, authorized to practice in the State of Illinois, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

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

(a) "International Terminal Structures"--international passenger terminal buildings, including concourses, hold areas and all connecting structures, Federal Inspection Service Facilities, passenger walkways and tunnels; excluding, however, such portions thereof as may be set aside to accommodate the Ground Transportation System;

(b) "F.I.S. Relocation Facility"--that facility used as a Federal Inspection Service Facility as provided in the Airport Development Plan; and

(c) "Heating and Refrigeration Plant"--such portion of the heating and refrigeration plant at the Airport as is designated as part of the International Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with International Terminal Structures.

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

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

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

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

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

(57) "Land Support Area" means the land and air rights identified as Land Support Area on Exhibit G attached hereto, and, except as otherwise provided herein all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

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

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

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

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

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

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

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

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

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

(c) Chicago-O'Hare International Airport Revenue Bonds, Series B of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of $4,000,000;

(d) Chicago-O'Hare International Airport Revenue Bonds, Series of 1967, dated July 1, 1967, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $5,000,000;

(e) Chicago-O'Hare International Airport Revenue Bonds, Series of 1968, dated July 1, 1968, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $18,000,000;

(f) Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $52,000,000: and

(g) Chicago-O'Hare International Airport Revenue Bonds, Series of 1972, dated July 1, 1972, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $8,000,000.

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

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

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

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

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of equipment or other personal property;

(f) costs of rentals of real property under leases approved by a Majority- in-Interest;

(g) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

(h) Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees and indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), unpaid by any Airline Party when due and reasonably deemed by City to be uncollectible after collection efforts have been undertaken by City in accordance with Section 16.03, but only to the extent such rentals, charges and fees have not been paid out of funds available therefor in the Emergency Reserve Fund pursuant to Section 11.03(b), or in the Airport Development Fund pursuant to Section 10.04(c);

(i) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Airport;

(j) costs of advertising at or for the Airport;

(k) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;

(l) required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund;

(m) except to the extent capitalized, trustees' fees, paying agents' fees, and all other fees and expenses incurred in order to comply with the provisions of any ordinance or resolution authorizing obligations issued pursuant to Article VIII;

(n) the liabilities and costs described in Section 19.01(a)(i); and

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

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

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

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

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

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

(73) "Public Use Premises" means, at any time, those areas and facilities which, at such time, are part of the Terminal Area and are not any Airline Party's Exclusive Use Premises, and which consist of, among other things, common areas for passenger movement, Terminal Area Concession Areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases, building support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities), and premises which are designed for exclusive use but are not then leased to any Airline Party for its exclusive use and occupancy. Public Use Premises shall be either Type A Public Use Premises or Type B Public Use Premises.

(74) "Qualified Investments" means:

(a) any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America;

(b) deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by obligations referred to in subsection (a) above or (d) or (e) below having a current market value (exclusive of accrued interest) at least equal to one hundred ten percent (110%) of the amount of such deposits, marked to market monthly, and which obligations referred to in subsection (a) above or (d) or (e) below shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of City and the Trustee, with another bank, trust company or national banking association for the benefit of City and the appropriate fund or account as collateral security for such deposits;

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

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

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

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

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

(76) "Revenues" means, for any Fiscal Year, all amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all amounts transferred into the Airport Fund or the Special Capital Projects Fund pursuant to Section 23.01; all Airport Fees and Charges (excluding payments described in subsection (a) below); all other rentals, charges and fees for the use of the Airport (including all rentals and flight fees payable by non-Airline Parties) or for any service rendered by City in the operation thereof; Concession Revenues and concession revenues derived from the International Terminal Area; interest payments to City made pursuant to Section 7.08; interest accruing on, and any profit realized from the investment of, moneys in the

Revenue Fund, the Debt service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Maintenance Reserve Fund, the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund, and any debt service reserve fund established under any ordinance; or resolution authorizing the issuance of Junior Lien Obligations: and City deposits into the Airport Fund or transfer to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04; provided, however, that Revenues shall not include: (a) any amounts derived by City from Special Financial Arrangements entered into in connection with Special Facility Improvements to the extent such amounts derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in- Aid (except to the extent used or to be used to pay or reimburse the cost of any Capital Project previously funded through the issuance of General Airport Revenue Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by City.

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

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

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

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

(81) "Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance such Special Facility Revenue Bonds or funds of the user thereof, such building, facility or improvement, or such portion thereof, to which such General Airport Revenue Bonds or Junior Lien Obligations are attributable shall no longer be deemed to be a Special Facility Improvement.

(82) "Special Facility Revenue Bond and Other Debt Service" means, for any Fiscal Year, principal, premium, if any, interest, and any additional amounts payable by any Airline Party to a trustee or paying agent pursuant to the terms of an applicable indenture or ordinance, for such Fiscal Year, reduced by an amount equal to any interest payable on such obligations during such Fiscal Year from the proceeds of the sale of such obligations and from investment income thereon (but not including any amounts paid out of an escrow established to advance refund such Special Facility Revenue Bonds or other debt) on (a) Special Facility Revenue Bonds, and (b) any other notes, bonds, debentures or other evidences of indebtedness of any person; issued in either case pursuant to Section 8.02 or if Majority-in-Interest approval has been given therefor.

(83) "Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of City, with respect to which the principal, premium, if any, and interest are payable solely from proceeds of the sale of such bonds and from rentals or other charges derived by City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of City, and for which City has no taxing obligation.

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

(a) "Terminal Structures"--all passenger terminal buildings (including passenger terminal buildings which are or include Special Facility Improvements), connecting structures, passenger walkways and tunnels, concourses, hold areas, Federal Inspection Service Facilities, if any, and control towers maintained by City; excluding, however, (i) such portions thereof as may be set aside to accommodate the Ground Transportation System, and (ii) any International Terminal Structures so long as such structures are used as international terminal facilities; and

(b) "Heating and Refrigeration Plant"--such portion of the heating and refrigeration plant at the Airport as is designated as part of the Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with Terminal Structures.

Debt Service allocated to the Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Terminal Area on Exhibit C but which are nevertheless allocated to the Terminal Area in the Airport Development Plan.

(85) "Terminal Area Concession Areas" means those portions of the Terminal Area leased to persons from whom payments to City pursuant to such leases constitute Concession Revenues.

(86) "Terminal Area Rentals" means, with respect to each Airline Party, the Terminal Area Rentals calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(87) "Terminal Area Use Charges" means, with respect to each Airline Party, the Terminal Area Use Charges calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(88) "Terminal Building No. 1" means the terminal building identified on Exhibit C attached hereto as Terminal Building No. 1, and the associated satellite concourse building.

(89) "Terminal Building No. 3 - Expansion" means that portion of the Terminal Area identified on Exhibit C attached hereto as Terminal Building No. 3 - Expansion and Concourse L.

(90) "Terminal Buildings No. 2 and No. 3" means the Terminal Buildings (not including Terminal Building No. 3 - Expansion or any extensions made after the Effective Date to Concourses F, G, H, or K) identified on Exhibit C attached hereto as Terminal Building No. 2 and Terminal Building No. 3, and associated concourses, respectively.

(91) "Terminal Structures" means that part of the Airport defined as such in the definition of "Terminal Area".

(92) "Terminal Support Area" means the land identified as Terminal Support Area on Exhibit F attached hereto, and, except as otherwise provided herein, all structures and facilities now or hereafter located thereon, including the following:

(a) "Parking Facilities"--all public garage and public and employee parking areas and all roads and facilities serving such parking areas, excluding, however, the F.I.S. Relocation Facility for so long as such facility is used as an international terminal facility;

(b) "Roadways and Related Facilities"--all roadways, and roadway rights- of-way, ramps, sidewalks, parkways, service stations, areas leased to car rental and ground transportation concessions;

(c) "Ground Transportation System and Related Facilities"--the surface right-of-way and all other land used for the Ground Transportation System and all

facilities and equipment forming part of the Ground Transportation System; and

(d) "O'Hare Hilton Hotel"--the building identified on Exhibit F attached hereto as the O'Hare Hilton Hotel building, and any additions and improvements thereto.

(93) "Trustee" means the trustee appointed under the General Airport Revenue Bond Ordinance or any successor thereto.

(94) "Type A Public Use Premises" means all Public Use Premises of Terminal Buildings No. 2 and No. 3, and all Terminal Area Concession Areas, wherever located in the Terminal Area.

(95) "Type B Public Use Premises" means all Public Use Premises other than Type A Public Use Premises.

Section 1.02--Interpretation.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) All Article and Section references, unless otherwise expressly indicated, are to Articles and Sections of this Agreement and to the same Articles and Sections of each other Airline Party's Airport Use Agreement.

(c) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Words importing the singular shall include the plural and vice versa.

(f) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state.

Section 1.03--Incorporation Of Exhibits.

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A	Chicago-O'Hare International Airport
Exhibit B	Airport Development Plan

Exhibit C	Terminal Area
Exhibit D	Airfield Area
Exhibit E	International Terminal Area
Exhibit F	Terminal Support Area
Exhibit G	Land Support Area
Exhibit H	Fueling System
Exhibit I	General Airport Revenue Bond Ordinance
Exhibit J	Airline's Phase I Exclusive Use Premises
Exhibit J-1	Airline's Phase II Exclusive Use Premises
Exhibit J-2*	Airline's Phase III Exclusive Use Premises
Exhibit K	Airline's Phase I Aircraft Parking Areas
Exhibit K-1	Airline's Phase II Aircraft Parking Areas
Exhibit K-2*	Airline's Phase III Aircraft Parking Areas
Exhibit L	System of Allocation of O&M Expenses and Non-Use Agreement Revenues

*If applicable

Exhibit M	Identification of Existing Leases and Other Agreements of Airline to Be Extended
Exhibit N	Description of O&M Responsibilities
Exhibit O	Allocation of Revenues to Funds Established Under General Airport Revenue Bond Ordinance
Exhibit P	Algebraic Representation and Hypothetical Calculations of Terminal Area Use Charges
Exhibit Q	Terminal Finish Standards.

Article II.

Term.

Section 2.01--Term of Agreement. This Agreement shall become effective on the date of which this Agreement is executed and delivered by City and Airline, and shall terminate on May 11, 2018. Notwithstanding the foregoing, the "Effective Date" as used in this Agreement shall mean May 12, 1983.

Article III.

Grant Of Rights.

Section 3.01--Use of Airfield Area and Aircraft Parking Areas. (a) Airline shall have the right to conduct an Air Transportation Business at the Airport, to act as a contract or private carrier, and to perform all operations and functions as are incidental, necessary or proper thereto, including the following:

(i) The right to land, take-off, fly and move aircraft operated by Airline on the Airfield Area;

(ii) The right to use Airline's Aircraft Parking Area to permit Airline's employees, agents and contractors to load and unload persons, property, cargo, and mail upon or from aircraft operated by Airline, and, if on a temporary basis or if permitted by Section 3.05 by another person engaged in an Air Transportation Business, by such means as may be reasonably necessary or convenient;

(iii) The right to use Airline's Aircraft Parking Area to service aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods and beverages and other supplies and materials, by such means as may be reasonably necessary or proper;

(iv) The right to repair, condition, maintain, test and park aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in Air Transportation Business, on Airline's Aircraft Parking Areas; provided however, such repair, conditioning, maintenance and testing shall be limited to those activities at the time commonly considered routine ramp servicing (which term includes the activities referred to in item (iii) above);

(v) The right to park aircraft on Aircraft Parking Areas designated from time to time by City as available for common use;

(vi) Subject to Section 3.07(f), the right to train personnel in its employ or under its direction;

(vii) The right to sell, dispose of or exchange its aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or

supplies, and any articles or goods used by or acquired by Airline in connection with its conduct of an Air Transportation Business; provided, however, that Airline shall not sell, dispose of or exchange any such items to persons other than its employees or other Aircraft Operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its Air Transportation Business; and, provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to other persons conducting an Air Transportation Business;

(viii) The right to operate and maintain such mobile communications equipment as may be reasonably necessary or convenient for its operations;

(ix) The right to purchase or otherwise obtain and use services and personal property of any nature (including aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, foods, beverages, other equipment and supplies and any articles or goods) reasonably necessary or convenient for its operation from any supplier of its choice;

(x) The installation, maintenance and operation by Airline, alone or jointly with one or more other Airline Parties, of aircraft air- conditioning equipment, auxiliary power to service parked aircraft, aircraft start-up equipment and such other miscellaneous aircraft support equipment as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; and

(xi) The right to conduct any operations or activities other than those enumerated above, reasonably related to the landing, taking-off, flying, moving, loading, unloading or ramp servicing of aircraft or the movement of passengers, which are reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that all such other operations and activities shall be subject to the prior written approval of the Commissioner.

(b) The foregoing shall not be construed to authorize Airline to conduct any business other than an Air Transportation Business at the Airport. The rights enumerated above may be exercised by Airline, alone or in conjuction with any other Airline Party, directly or through another person designated by Airline, or designated by Airline and such Airline Party jointly. The rights enumerated in item (iii) above to service aircraft and other equipment may be exercised only with respect to aircraft and other equipment operated by persons engaged in the Air Transportation Business; provided, however, that Airline may exercise such rights with respect to such persons other than Airline only to the extent not prohibited by any agreements to which City is a party as of the Effective Date.

Section 3.02--Communications Equipment.

Airline shall have the right to install, maintain and operate, at such location or locations at the Airport as may have the prior written approval of the Commissioner, communications, meteorological and aerial navigation equipment, information and data

processing equipment, and other similar facilities as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that the exercise of such right and privilege shall not interfere with City's operation of the Airport for the benefit of all Aircraft Operators using the Airport.

Section 3.03--Use Of Exclusive Use Premises.

(a) Airline shall have the right to use its Exclusive Use Premises for any and all purposes reasonably necessary, convenient or incidental to the conduct by Airline of an Air Transportation Business, including the following purposes:

(i) The installation, maintenance and operation of customer relations, security and waiting room facilities and equipment, reservation offices, administrative offices, operations offices, lockers, restrooms and related facilities, baggage, cargo and mail-handling and storage facilities and equipment.

(ii) The enplaning and deplaning of passengers, the handling of reservations, ticketing, billing and manifesting of passengers, and the handling of baggage, express cargo, property and mail, by airline employees or by self-service equipment operated by customers or passengers of Airline;

(iii) The installation, maintenance and operation of radio and other communications equipment and information and data processing equipment;

(iv) The operation, by Airline or an independent contractor, of passenger clubs and lounges where, to the extent permitted by law, Airline may serve food and beverages with or without charge;

(v) The training of personnel in the employ of or under the direction of Airline;

(vi) The maintenance and operation, by Airline or by an independent contractor, of an employees' cafeteria or restaurant, the preparation and serving of foods and beverages (including the maintenance and operation of vending machines dispersing such food and beverages, tobacco products and other merchandise) for consumption by Airline's employees, with the further right to do any and all things necessary, required or convenient therewith including the imposition of charges for such food and beverages; provided, however, that the locations of such facilities shall be limited to areas within Airline's Exclusive Use Premises not intended to be open to the general public; and

(vii) The maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient to carry out any or all of the foregoing.

(b) Nothing in this Agreement shall be construed to permit the use of Airline's Exclusive Use Premises for the sale of air travel insurance (unless such insurance is not

otherwise available in the Terminal Area) or for public restaurants or merchandising operations, or for the conduct of any business other than Airline's Air Transportation Business.

(c) Airline may, with the prior written approval of City and other appropriate governmental authorities, use Airline's Exclusive Use Premises for a Federal Inspection Service Facility.

(d) City shall not, without obtaining Airline's prior written approval, apply for or use any Government Grants-in-Aid to pay for all or part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, if the application for or use of such Government Grants-in-Aid would materially adversely affect Airline's exclusive use of such Exclusive Use Premises or Airline's Aircraft Parking Area.

(e) The grant of rights and privileges to Airline contained herein to serve food, beverages and other similar products in its Exclusive Use Premises is not intended to be broader than the grant of similar rights and privileges by City to Airline pursuant to the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement and to other persons conducting an Air Transportation Business at the Airport prior to the Effective Date.

Section 3.04--Use Of Public Use Premises And Other Public Areas; Ingress And Egress.

(a) Airline and its employees, agents, passengers, guests, patrons, invitees, its or their suppliers of materials and furnishers of services shall have the non- exclusive right to use, in common with others, those Public Use Premises provided for public use by City, and all other public areas of the Airport, together with all improvements, facilities, and equipment now, or hereafter located thereon, including, without limitation: passenger walkways, passenger loading facilities, public lounges, public lobbies, public waiting rooms, public hallways, stairways and escalators, public restrooms, and public roads and parking lots. Nothing herein shall be deemed to convey to Airline any interest or property rights in the Public Use Premises, or any improvements thereto. The Public Use Premises shall be in the possession and control of City and shall at all times remain public property to be used only as public airport facilities, except as may be otherwise provided herein.

(b) Except as hereinafter provided, Airline shall have the right (i) of ingress to and egress from the Airport for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, aircraft, vehicles, machinery and other property, (ii) to provide transportation of employees of Airline to, from and within the Airport, (iii) to provide transportation of passengers of Airline within the Airport, and (iv) to provide transportation for passengers of Airline to and from the Airport in the event of an emergency closing of the Airport or another airport or in the event of an unexpected cancellation of scheduled flights. Except as in this Agreement otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, or its or their suppliers of materials and furnishers of services, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or for transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's Air Transportation Business, or for exercising any right

or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from, or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 3.04 shall be deemed to permit City to levy, or preclude City from levying, a passenger facility charge or other similar tax at the Airport.

Section 3.05--Handling Agreements.

Pursuant to such terms and provisions as Airline may deem appropriate and for so long as Airline actively conducts an Air Transportation Business at the Airport, Airline's Exclusive Use Premises, Airline's Aircraft Parking Areas, and any Public Use Premises or other public areas of the Airport which Airline has a right to use in common with others, may also be used by Airline for the handling by Airline's personnel of air transportation operations of other persons engaged in the Air Transportation Business to the same extent as they may be used for the operations of Airline; provided, however, that (a) Airline shall remain liable for all of its obligations hereunder, (b) Airline shall give the Commissioner written notice of any such handling arrangement at least seven (7) days prior to the effective date thereof, and (c) no handling arrangement shall be allowed if the Commissioner objects to it on the basis of material adverse impact to Airport operations within such seven (7) day period.

Section 3.06--Construction, Operation And Maintenance And Use Of Fueling System.

Airline shall have the obligation to construct and operate and maintain, and the non-exclusive right to use, in common with others, the Fueling System, which obligation and right shall be governed by, and subject to the restrictions contained in, that certain Amended and Restated Fueling System Lease dated as of January 1, 1985, by and among City, Airline and various persons engaged in an Air Transportation Business. Any Airline Party or International Terminal Area Airline Party that is not a signatory to the Fueling System Lease shall not have the benefits or obligations of a lessee thereunder.

Section 3.07--Restrictions.

The foregoing rights and privileges of Airline are subject to the following specific restrictions:

(a) City may, from time to time, temporarily or permanently close roadways, ramp areas, doorways and any other areas at the Airport for the purpose of facilitating necessary construction, maintenance or repairs of facilities at the Airport, so long as reasonable means of ingress and egress to and from the Terminal Area and the Airfield Area remain available. City shall consult with Airline prior to any such closing which would adversely affect Airline's operations at the Airport unless such closing is necessitated by circumstances which pose an immediate threat to the health or safety of persons using the Airport. Airline hereby releases and discharges City, its successors and assigns, from any

and all claims, demands or causes of action which Airline may have arising from the fact that such areas have been closed.

(b) City may prohibit the use of the Airfield Area by any aircraft operated or controlled by Airline which exceeds the design strength of the paving of the Runways and Taxiways, so long as such prohibition also extends to similar aircraft operated by other Aircraft Operators.

(c) Except as otherwise expressly provided herein or unless otherwise expressly permitted to do so, Airline shall not install, maintain or operate, or permit the installation, maintenance or operation in the Terminal Area of, any vending machine or device designed to dispense or sell food, beverages, tobacco, or merchandise of any kind, except in areas which are not intended to be open to the general public.

(d) Airline shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(e) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall, at its option (1) provide an equivalent insurance policy written by an insurance company qualified to do business in the State of Illinois, or (2) pay City that part of all premiums paid by City which are charged because of such violation or failure by Airline.

(f) Airline shall limit its training flights into and out of the Airport to necessary F.A.A.-qualification flights, and shall coordinate such training and other nonscheduled flight activities with representatives of the Department of Aviation of City. If requested by City, Airline shall restrict all such activities to certain hours so as to not interfere with scheduled flight activities of other Aircraft Operators using the Airport.

(g) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Exclusive Use Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for the doing of any act which City may be obligated or have the right to do under this Agreement; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

(h) City shall have the right to operate and maintain the Ground Transportation System with all necessary and reasonable means of ingress thereto and egress therefrom; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

Article IV.

Lease Of Terminal Facilities.

Section 4.01--Introduction.

(a) For the purpose of fairly allocating Debt Service allocable to the Terminal Area among the Airline Parties occupying Exclusive Use Premises, all such premises are designated as either Existing Footage or Additional Footage. The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02--Phase I Exclusive Use Premises.

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. ____, and Concourse(s)_____, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise _____ square feet, of which _____ square feet shall be deemed Airline's Existing Footage, and _____ square feet shall be deemed Airline's Additional Footage.

Section 4.03--Phase II And Phase III Exclusive Use Premises.

(a) (i) Effective as of the Date of Beneficial Occupancy of the Exclusive Use Premises described and depicted in Exhibit J-1 attached hereto, if any (Airline's "Phase II Exclusive Use Premises"), City shall, without any further action, lease to Airline and Airline shall,

without any further action hire and take from City for Airline's exclusive use, and shall pay Terminal Area Rental and Terminal Area Use Charges calculated with reference to, such premises, subject to all of the terms and conditions of this Agreement (including Exhibit J-1).

(ii) City and Airline agree that the size, design and other details of Terminal Building No. 1 and extensions to Concourses F, G, H, K and L are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design, construction and equipping. Changes and refinements of any premises in the Terminal Area shall be approved by City and any Airline Party having Exclusive Use Premises in such premises; provided, however, no such changes or refinements shall be inconsistent with or contrary to the provisions of Section 9.03(b) or the description of "Project Scope" included in the Airport Development Plan. At the time of such changes or refinements, such amendments shall be made to Exhibits J-1, J-2, K-1 and K-2 as are necessary or appropriate.

(b) Prior to the date on which City certifies Airline's Phase II Exclusive Use Premises to be usable for the conduct of Airline's Air Transportation Business, Airline may, subject to the prior written approval of the Commissioner, nevertheless elect to occupy all or a portion of such Phase II Exclusive Use Premises for the purpose of conducting its Air Transportation Business. In its notice to the Commissioner of such election, Airline shall state the location and number of square feet of such Phase II Exclusive Use Premises which Airline elects to occupy, and the number of square feet, if any, of Airline's Phase I Exclusive Use Premises which Airline agrees to vacate and surrender in connection therewith. If the Commissioner grants his prior written approval to Airline to occupy a portion of such Phase II Exclusive Use Premises pursuant to this subsection (b), City shall lease to Airline, and Airline shall take and hire from City, for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such portion of Phase II Exclusive Use Premises so approved; provided, however, that Airline shall, within thirty (30) days of occupying such portion of its Phase II Exclusive Use Premises, vacate and surrender the number of square feet of its Phase I Exclusive Use Premises which Airline has agreed to vacate.

(c) Within thirty (30) days after the Date of Beneficial Occupancy of all or a portion of Airline's Phase II (and Phase III, if Airline will have Phase III) Exclusive Use Premises, City and the Airlines' Representative will take field measurements of the premises so occupied and Exhibit J-1 (and J-2, if applicable) shall be amended, if necessary, to reflect such field measurements. Each such field measurement of Airline's and each other Airline Party's Exclusive Use Premises shall be made on the same basis using the same standard of measurement.

(d) No later than the earlier to occur of (i) thirty (30) days after the date described in Section 1.01(24)(b) has occurred or (ii) ninety (90) days after the date described in Section 1.01(24)(a) has occurred, with respect to Airline's Phase II Exclusive Use Premises, Airline shall vacate and surrender all portions of Airline's Phase I Exclusive Use Premises which are not part of its Phase II Exclusive Use Premises; provided, however, that upon application by Airline, the Commissioner may extend that time period within which Airline must vacate and surrender such Phase I Exclusive Use Premises.

(e) As of the Date of Beneficial Occupancy of all or a portion of Airline's Phase II Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to include all or such portion, as the case may be, of such premises. As of the date of actual vacation of all or a portion of Airline's Phase I Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to exclude all or such portion, as the case may be, of such premises.

(f) At such time as subsection (a) of Section 4.02 hereof is deemed to be amended to include or exclude certain premises from the description of Airline's Exclusive Use Premises, subsection (b) of Section 4.02 hereof shall likewise be deemed to be amended to reflect the increase or decrease, if any, in the number of square feet comprising Airline's Exclusive Use Premises. Except as provided in subsection (b) of Section 8.01, except as required to make minor adjustments to accommodate Airline Party relocations (in which increases in Existing Footage shall not exceed 1,500 square feet) or to render lease limit lines in baggage areas uniform, or (only with regards to decreases in Exclusive Use Premises) except as may be specified in Exhibit J-1 (or J-2, if applicable), any such increase or decrease in the number of square feet of Airline's Exclusive Use Premises shall be an increase or decrease in the number of square feet of Airline's Additional Footage to the same extent; provided, however, that any decrease in excess of the total number of square feet of Airline's Additional Footage shall be a decrease in the number of square feet of Airline's Existing Footage to the extent of such excess. The calculation of Airline's Terminal Area Rentals and Terminal Area Use Charges shall be adjusted as of the date of such amendments to Section 4.02 hereof.

(g) City shall make Airline's Phase II Exclusive Use Premises available to Airline and Airline's contractors at the earliest practicable date to permit construction and installation by Airline of fixtures, equipment and improvements necessary or desirable to permit such premises to be used by Airline for their intended purposes. Any construction and installation of fixtures must comply with the requirements of Section 15.02.

(h) Within the time provided in subsection (d) of this Section 4.03 and subject to the provisions of Section 9.12, Airline shall remove, to the extent feasible, from any premises vacated by Airline, all trade fixtures, tools machinery, equipment (including, without limitation, aircraft loading bridges and devices, baggage systems and communications equipment), supplies, materials and other removable property belonging to Airline; provided, however, that Airline shall promptly repair any damage to such premises caused by such removal. Airline may sell any such property to any person, and City shall have no right under this Agreement to approve the amount received by Airline therefor.

(i) As of the date that Section 4.02 hereof is deemed to be amended to include in Airline's Exclusive Use Premises any premises vacated by another Airline Party, Airline shall assume in writing such other Airline Party's obligations, insofar as they relate to such Exclusive Use Premises, under the Fueling System Lease Agreement at the Airport, dated as of January 1, 1959, or any successor agreement thereto, and the Lockheed Fuel Services Agreement at the Airport, dated as of February 1, 1960, or any successor agreement thereto.

(j) If Airline will occupy Exclusive Use Premises in two phases prior to occupancy of its final Exclusive Use Premises, there shall be attached hereto an exhibit entitled Exhibit J-2

which shall describe Airline's Phase III Exclusive Use Premises. All of the provisions of subsections (a) through (i) of this Section 4.03 shall be applicable to any transition from Phase II Exclusive Use Premises to Phase III Exclusive Use Premises.

Section 4.04--Aircraft Parking Areas.

(a) City hereby grants to Airline, and Airline hereby accepts from City, for so long as Airline occupies all or any portion of its Phase I Exclusive Use Premises, the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase I Exclusive Use Premises, as shown on Exhibit K attached hereto. On and after the Date of Beneficial Occupancy of all or any portion of Airline's Phase II Exclusive Use Premises, and for so long as Airline occupies such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase II Exclusive Use Premises, as shown on Exhibit K-1 attached hereto. In the event that Airline will occupy Phase III Exclusive Use Premises, then on the Date of Beneficial Occupancy thereof, and for so long as Airline occupies all or any portion of such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas adjacent to all or such portion of Airline's Phase III Exclusive Use Premises, as shown on Exhibit K-2 attached hereto.

(b) Subject to the provisions of Section 3.06, Airline's right to use Airline's Aircraft Parking Areas shall include the right to install hydrant fueling and shall be subject to the installation, maintenance, use and operation of underground piping and related facilities of the Fueling System.

Article V.

Calculation Of Rentals, Fees, And Charges.

Section 5.01--General Commitment.

(a) For the purpose of fairly allocating the net cost of operating, maintaining and developing the Airport among all of the Airline Parties, various areas of the Airport have been grouped together for the purposes of accounting for Revenues, O&M Expenses and Debt Service. Each such area is a Cost-Revenue Center as defined in Article I. The net cost of each Cost-Revenue Center shall be determined pursuant to the provisions of this Article V, and Articles VI, XII, XIII and XIV. A prorata share of the net cost of each Cost-Revenue Center (except the Land Support Area) shall be charged to Airline and to each of the other Airline Parties as Part of Airport Fees and Charges in accordance with the provisions of this Article V. The aggregate of all rentals, fees and charges to be paid under all Airport Use Agreements by all Airline Parties shall be sufficient to pay for the net cost of operating, maintaining and developing the Airport (excluding the Land Support Area), including the satisfaction of all of City's obligations to make deposits and payments under any ordinance or resolution authorizing obligations issued pursuant to Article VIII other than Special Facility Revenue Bonds.

(b) In order to minimize the rentals, fees and charges which Airline is obligated to pay under this Agreement, City shall promote and develop Non-Use Agreement Revenues in a manner consistent with that of a reasonably prudent airport operator.

Section 5.02--Terminal Area Rentals.

At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Rentals to City equal to $5.00 per square foot per year for the Exclusive Use Premises from time to time leased to Airline hereunder.

Section 5.03--Terminal Area Use Charges.

(a) At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Use Charges to City in an amount equal to:

(i) Airline's *pro rata* share, if any, established pursuant to Section 5.04(a) of

(1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b) allocated in accordance with Section 6.01(b)) allocated in accordance with Section 6.01 to Exclusive Use Premises (other than Exclusive Use Premises which are part of a Special Facility Improvement); and

(2) Special Facility Revenue Bond and Other Debt Service attributable pursuant to Section 6.01(b) to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement;

plus

(ii) Airline's *pro rata* share, if any, established pursuant to Section 5.04(b), of Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type B Public Use Premises and to relocation costs incurred pursuant to Section 9.13;

plus

(iii) Airline's *pro rata* share, established pursuant to Section 5.04(c), of

(1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type A Public Use Premises, to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), and to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;

(2) O&M Expenses of the Terminal Area identified in accordance with Section 6.02;

(3) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements,

if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Terminal Area; and

(4) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

minus

(iv) Airline's *pro rata* share, established pursuant to Section 5.04(c), of

(1) Non-Use Agreement Revenues of the Terminal Area identified in accordance with Section 6.02 and Section 13.04; and

(2) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

plus

(v) Airline's *pro rata* share, if any, established pursuant to Section 5.05 of additional Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Area;

plus

(vi) Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to Airline's tenant improvements in accordance with Section 6.01.

(b) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Terminal Area Use Charges and Terminal Area Rentals for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Sections 6.01(a) and 6.01(b) to (i) the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement, (ii) Public Use Premises or (iii) the Terminal Support Area. If, in any month, such credit exceeds the aggregate amount of such Airline's Party's Terminal Area Use Charges and Terminal Area Rentals for such month, such Airline Party shall receive a credit against Landing Fees for such month. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges, Terminal Area Rentals and Landing Fees for such month, such Airline Party shall receive a credit against such charges, rentals and fees for the next succeeding months during such Fiscal Year equal to such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

(c) An algebraic representation of the formula set forth in this Section 5.03, as applied to two hypothetical situations, is attached hereto as Exhibit P for illustrative purposes only.

Section 5.04--Airline's *Pro Rata* Share.

(a) Airline's *pro rata* share set forth in Section 5.03(a)(i) of Debt Service and Special Facility Revenue Bond and Other Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(a), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall not be deemed to be Additional Footage. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.04(a), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(b) Airline's *pro rata* share set forth in Section 5.03(a)(ii) of Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(b), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall be deemed to be Additional Footage.

(c) Airline's *pro rata* share set forth in Section 5.03(a)(iii) and (iv) of Debt Service, O&M Expenses, various payment requirements, Net Deficit or Net Revenues of the Terminal Support Area and Non-Use Agreement Revenues of the Terminal Area shall be the percentage established by dividing (i) the total number of square feet of Airline's Exclusive Use Premises by (ii) the total number of square feet of all Airline Parties' Exclusive Use Premises. For purposes of this Section 5.04(c), any portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be deemed to be Exclusive Use Premises.

Section 5.05--Special Allocations Of Additional Terminal Area Debt Service.

(a) While it is anticipated that interest during construction will be capitalized, to the extent any Debt Service attributable to Capital Projects in the Terminal Area becomes payable prior to the time when the premises being constructed are usable and used for the purposes for which they are being constructed, the following shall apply:

(i) Airline shall pay its *pro rata* share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Exclusive Use Premises once the Date of Beneficial Occupancy with respect thereto has occurred; provided, however, that with respect to any such premises in a Special Facility Improvement, only that portion of the Special Facility Revenue Bond and Other Debt Service, if any, payable prior to the

Date of Beneficial Occupancy, which is attributable pursuant to Section 6.01(b) to the Existing Footage portion of such Exclusive Use Premises, shall be deemed to be included for purposes of this Section 5.05(a)(i). Airline's *pro rata* share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(i), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction, but shall not include any Additional Footage which is part of a Special Facility Improvement. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.05(a)(i), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(ii) Airline shall pay its *pro rata* share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type B Public Use Premises. Airline's *pro rata* share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(ii), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction.

(iii) Airline shall pay its *pro rota* share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02 (b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type A Public Use Premises. Airline's *pro rota* share shall be the percentage established by dividing (1) the total number of square feet of Airline's Exclusive Use Premises by (2) the total number of square feet of Exclusive Use Premises of all Airline Parties. For purposes of this Section 5.05 (a) (iii), that portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be Exclusive Use Premises.

(b) Airline shall pay its *pro rota* share of all Debt Service (reduced by Investment Income allocated in accordance with Section 6.02 (b)), whenever payable, on the following Capital Projects: TA 2, TA 5, TA 6, TA 8, TA 9, TA 10, TA 12 and TA 13, all as so designated and described in the Airport Development Plan. Airline's *pro rota* share shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05 (b), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of each Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 5.06--Landing Fees.

(a) At such times and in such manner as provided in Article VII, Airline shall pay a Landing Fee to City for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be in an amount equal to the product of (i) the number of thousands of pounds of the Approved Maximum Landing Weight of the aircraft involved in the Fee Landing, multiplied by (ii) the Landing Fee Rate.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent per each one thousand pounds) by dividing the Net Cost of the Airfield Area (as defined in Section 5.07), for such Fiscal Year, by the total Approved Maximum Landing Weight in thousand-pound units of all aircraft of all Airline Parties landed in Fee Landings during such Fiscal Year.

(c) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Landing Fees for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Section 6.01 to the Airfield Area. If, in any month, such credit exceeds the aggregate amount of Landing Fees payable by such Airline Party for such month, such Airline Party shall receive a credit against its Landing Fees payable for the next succeeding months during such Fiscal Year equal to the amount of such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

Section 5.07--Net Cost of Airfield Area.

The Net Cost of the Airfield Area shall be:

(a) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02 (b)) allocated in accordance with Section 6.01 to the Airfield Area;

plus

(b) O&M Expenses of the Airfield Area identified in accordance with Section 6.02;

plus

(c) Net Deficit, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area;

plus

(d) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Airfield Area;

minus

(e) Non-Use Agreement Revenues of the Airfield Area identified in accordance with Section 6.02;

minus

(f) Net Revenues, if any, of the International Terminal Area calculated pursuant to Section 14.02 and allocated pursuant to Section 6.05 to the Airfield Area.

Section 5.08--Fueling System Fees.

(a) At such times and in such manner as provided in Article VII, Airline shall pay to City Fueling System Fees for each Fiscal Year in an amount equal to Airline's *pro rata* share established pursuant to Section 5.08(b) below of:

(i) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to the Fueling System;

plus

(ii) O&M Expenses, if any, of the Fueling System identified in accordance with Section 6.02;

minus

(iii) Non-Use Agreement Revenues, if any, of the Fueling System identified in accordance with Section 6.02.

(b) Airline's *pro rata* share for purposes of Section 5.08(a) above shall be computed as follows:

(i) Ten percent (10%) thereof shall be distributed equally among all Airline Parties and International Terminal Area Airline Parties;

(ii) Ninety percent (90%) thereof shall be distributed among all Airline Parties and International Terminal Area Airline Parties in the proportion that the number of gallons of aviation fuel distributed from the Fueling System to each such Airline Party or International Terminal Area Airline Party bears to the total number of gallons of aviation fuel distributed from the Fueling System to all Airline Parties and International Terminal Area Airline Parties.

(c) In the event that for any full calendar month none of the Airline Parties has any aviation fuel distributed to it from the Fueling System, Airline shall, for the purposes of this Section 5.08, be deemed to have had distributed to it in such month the average number of gallons of aviation fuel distributed to it in each of the last preceding six months during which any aviation fuel was distributed to it.

Article VI.

Identification And Allocation Of Revenues And Expenses.

Section 6.01--Debt Service.

(a) City shall maintain accurate records allocating Debt Service for each Fiscal Year among the CRCs. The allocation of Debt Service shall be based on actual expenditures made out of the proceeds of obligations giving rise to such Debt Service for each Capital Project described in the Airport Development Plan and in any future schedules of Capital Projects presented by City to the Airline Parties in accordance with Article VIII; provided, however, that Debt Service attributable to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be allocated thirty-five percent (35%) to the Terminal Area, thirty-five percent (35%) to the Airfield Area, twenty percent (20%) to the Terminal Support Area and ten percent (10%) to the International Terminal Area; and, provided, further, that Debt Service attributable to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund, for each Fiscal Year, shall be allocated among the C.R.C.'s in the same proportion as O&M Expenses, for such Fiscal Year, are allocated among the C.R.C.'s. Such allocation shall separately identify Debt Service allocated to the Terminal Area for (i) all Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (ii) any Exclusive Use Premises which are part of a Special Facility Improvement, (iii) tenant improvements pursuant to Section 9.12, (iv) relocation costs incurred pursuant to Section 9.13, (v) Type A Public Use Premises, (vi) Type B Public Use Premises, (vii) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (viii) those Capital Projects enumerated in Section 5.05(b), and (ix) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund; and shall separately identify Debt Service, if any, during construction for each of the foregoing.

(b) Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement shall equal the amount of Special Facility Revenue Bond and Other Debt Service allocated to all of such Exclusive Use Premises pursuant to Section 6.01(a)(ii) ("S") minus an amount equal to the product of (i) S times (ii) a fraction, the numerator of which shall be the number of square feet of such Exclusive Use Premises consisting of Additional Footage ("T") and the denominator of which shall be the total number of square feet of such Exclusive Use Premises ("U") times (iii) a fraction, the numerator of which shall be the total number of square feet of Exclusive Use Premises of all Airline Parties (including Exclusive Use Premises which are part of a Special Facility Improvement) to which Debt Service is allocable pursuant to Section 6.01(a) ("V") and the denominator of which shall be the total number of square feet of Additional Footage of all Airline Parties (including Additional Footage which is part of a Special Facility Improvement) ("W"). An algebraic representation of the calculation of the Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement is as follows:

$$S - (S \times \frac{T}{U} \times \frac{V}{W})$$

(c) Debt Service attributable to the refinancing, refunding or redemption or any General Airport Revenue Bonds, Junior Lien Obligations, Special Facility Revenue Bonds or other obligations shall be allocated among the C.R.C.'s (and within a C.R.C.) to reflect the actual expenditures made out of the proceeds of such refinanced, refunded or redeemed bonds or other obligations.

(d) Debt Service attributable to the refinancing, refunding or redemption of any 1959 Bonds shall be allocated equally between the Terminal Area and the Airfield Area. All of such Debt Service allocated to the Terminal Area shall be allocated to Type A Public Use Premises.

(e) As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements of this Section 6.01.

Section 6.02--Operation And Maintenance Expenses; Non-Use Agreement Revenues; Investment Income.

(a) City shall maintain accurate records allocating O&M Expenses and Non- Use Agreement Revenues for each Fiscal Year in accordance with Exhibit L attached hereto; provided, however, that all O&M Expenses described in Section 1.01(67)(h) and (n) shall be allocated to the Airfield Area. As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements set forth in Exhibit L attached hereto.

(b) Investment Income, for each Fiscal Year, shall be allocated among the C.R.C.s, and within the Terminal Area, on the same basis and in the same proportion as Debt Service, for such Fiscal Year, is allocated among the C.R.C.s, and within the Terminal Area.

Section 6.03--Airport Development Fund, Emergency Reserve Fund And Special Capital Projects Fund Payment Requirements.

(a) The Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, shall be allocated between the Terminal Area and the Airfield Area in the same ratio as (i) the sum of Terminal Area Rentals and Terminal Area Use Charges for all Airline Parties for the preceding Fiscal Year bears to (ii) Landing Fees for all Airline Parties for the preceding Fiscal Year.

(b) Any Special Capital Projects Fund payment requirements approved by a Majority-in-Interest shall be allocated to the Terminal Area or the Airfield Area as approved by a Majority-in-Interest.

Section 6.04--Allocation Of Terminal Support Area Net Deficit Or Net Revenues.

Terminal Support Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 12.01, shall be allocated between the Terminal Area and the International Terminal Area in the same ratio as (i) the number of Enplaned Passengers of the Terminal Area for such Fiscal Year bears to (ii) the number of Enplaned Passengers of the International Terminal Area for such Fiscal Year.

Section 6.05--Allocation Of International Terminal Area Net Deficit Or Net Revenues.

International Terminal Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 14.02, shall be allocated to the Airfield Area.

Article VII.

Payment Of Landing Fees, Terminal Area Use Charges And Fueling System Fees.

Section 7.01--Information On Airline Operations.

Not earlier than one hundred twenty (120) days nor later than one hundred (100) days prior to the end of each Fiscal Year, Airline shall furnish City with an estimate of (a) the total Approved Maximum Landing Weight of all aircraft to be landed at the Airport by Airline during the next ensuing Fiscal Year, (b) the total number of Enplaned Passengers of Airline at the Airport for the next ensuing Fiscal Year, and (c) the total number of gallons of aviation fuel to be distributed from the Fueling System to Airline during the next ensuing Fiscal Year.

Section 7.02--Preliminary Projection Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than seventy (70) days prior to the end of each Fiscal Year, City shall furnish Airline with a projection for the next ensuing Fiscal Year of (a) the Landing Fee Rate, (b) Airline's Terminal Area Use Charges and (c) Airline's Fueling System Fees. Unless City reasonably believes the information submitted to City pursuant to Section 7.01 to be

unreasonable or inaccurate, the projection (the "Preliminary Projection of Fees and Charges") shall incorporate such information, and shall present, for the Airport in its entirety and for each C.R.C., the latest available data on current operations of the Airport, a *pro forma* projection for the entire current Fiscal Year, and an estimate of each of the following items for the next-ensuing Fiscal Year:

(i) Debt Service (indicating Capital Projects which require approval of a Majority-in-Interest pursuant to Section 8.05);

(ii) Operation and Maintenance Expenses;

(iii) Non-Use Agreement Revenues;

(iv) Investment Income;

(v) The Airport Development Fund payment requirements;

(vi) The Emergency Reserve Fund payment requirements;

(vii) The Special Capital Projects Fund payment requirements;

(viii) The Operation and Maintenance Reserve Fund payment requirements; and

(ix) Any changes in the number of square feet of any Airline Party's Exclusive Use Premises and Additional Footage.

Airline may submit written comments on the Preliminary Projection of Fees and Charges to the Commissioner within thirty (30) days following receipt thereof by Airline. City shall give due consideration to any comments submitted in a timely manner by Airline. City shall, when requested by a Majority-in-Interest, convene a meeting with Airline Parties to discuss O&M Expenses relating to the operation of any Ground Transportation System.

Section 7.03--Projection Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than thirty (30) days prior to the end of each Fiscal Year, City shall furnish Airline with a Projection of Fees and Charges, consisting of the Preliminary Projection of Fees and Charges revised as appropriate to reflect comments submitted to City by Airline Parties (the "Projection of Fees and Charges"). The Projection of Fees and Charges shall be the basis for computing Airline's Landing Fees, Terminal Area Use Charges and Fueling System Fees for the next ensuing Fiscal Year unless and until revised pursuant to Section 7.06. In no event shall the projection of Landing Fees, Terminal Area Use Charges or Fueling System Fees of any Airline Party be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.04--No Effect On Capital Project Approval Process.

To the extent that either the Preliminary Projection of Fees and Charges or the Projection of Fees and Charges includes Debt Service for Capital Projects with respect to which City is required to give notice or obtain approval pursuant to Article VIII, (a) the inclusion of such Debt Service by City shall not be deemed to be such notice or a request for such approval, and (b) Airline's comments or lack of comments on the Preliminary Projection of Fees and Charges or the payment by Airline of Airport Fees and Charges in accordance with the Projection of Fees and Charges shall not be deemed to be evidence of such approval or disapproval thereof.

Section 7.05--Payment Of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees And Fueling System Fees.

Beginning with the later of the Effective Date and the date on which this Agreement is executed and delivered with respect to Airline's Phase I Exclusive Use Premises, and beginning with the Date of Beneficial Occupancy with respect to Airline's Phase II (or Phase III, if applicable) Exclusive Use Premises:

(a) Not later than the tenth (10th) day of each month of each Fiscal Year, City shall furnish Airline with an invoice setting forth the amount of Airline's Terminal Area Rental and Terminal Area Use Charge for the next ensuing month. Not later than the first (1st) day of such next ensuing month, Airline shall pay City an amount equal to Airline's total Terminal Area Rental and Terminal Area Use Charge for such month.

(b) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying the actual number of Airline's Fee Landings, by type, model and weight of aircraft, during the preceding month. City shall forthwith furnish Airline with an invoice setting forth the amount of Landing Fees payable by Airline for such preceding month, calculated by multiplying the total Approved Maximum Landing Weight for aircraft landed by Airline in Fee Landings at the Airport during such preceding month by the Landing Fee Rate for such preceding month. Within thirty (30) days after the date of such invoice, Airline shall pay to City the amount of Landing Fees set forth therein.

(c) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline or the "Operator" as designated in the Fueling System Lease on Airline's behalf shall furnish City with a statement, signed by an authorized representative of Airline or the "Operator" as designated in the Fueling System Lease, certifying the actual number of gallons of aviation fuel distributed from the Fueling System to Airline during the preceding month, together with payment of Airline's Fueling System Fees for such preceding month, calculated by multiplying the total number of gallons of aviation fuel distributed from the Fueling System to Airline during such preceding month by the Fueling System Fee Rate for such preceding month.

Section 7.06--Mid-Year Adjustment Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised Projection of Fees and Charges (the "Mid- Year Projection"), which shall reflect the most recently available information with regard to the amounts

actually incurred or realized during such Fiscal Year for each of the items listed in Section 7.02, together with the most recently available information with regard to Landing Fees, Terminal Area Use Charges and Fueling System Fees actually received by City with respect to the Airport. If the Mid-Year Projection forecasts that payment of Terminal Area Use Charges, Landing Fees and Fueling System Fees by Airline Parties at the then-existing rates would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Terminal Area Use Charges, Landing Fees and Fueling System Fees during such Fiscal Year, City shall adjust the remaining monthly Terminal Area Use Charges, the Landing Fee rate and Fueling System Fees for such Fiscal Year to conform to the Mid-Year Projection. In no event shall either Terminal Area Use Charges, Landing Fees or Fueling System Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.07--Final Audit.

Within six (6) months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report, prepared in accordance with generally accepted accounting principals and certified by an Independent Accountant, covering the operation of the Airport for such preceding Fiscal Year. The Final Audit shall contain a calculation based on actual data, in accordance with the provisions of Article V, of Terminal Area Use Charges,
Landing Fees and Fueling System Fees chargeable to each Airline Party for the preceding Fiscal Year, and shall set forth Terminal Area Use Charges, Landing Fees and Fueling System Fees actually paid by Airline for such period. If Terminal Area Use Charges, Landing Fees or Fueling System Fees actually paid by Airline were greater than the respective amounts chargeable to Airline, Airline shall receive credits in the amount of such overpayment against the next ensuing payment of Terminal Area Use Charges, Landing Fees, or Fueling System Fees, as the case may be, or, as necessary, against the next ensuing payments thereof, until Airline has received the full amount of such credits; provided, however, that if the amount of such overpayment exceeds one hundred fifty percent (150%) of Terminal Area Use Charges, Landing Fees or Fueling System Fees as the case may be estimated to be paid by Airline in the next ensuing month, then such excess shall be refunded in cash by City. If Terminal Area Use Charges, Landing Fees or Fueling System Fees paid by Airline were less than the respective amounts chargeable to Airline, Airline shall pay to City the amount of any such deficiency along with its next payment of Terminal Area Use Charges, Landing Fees or Fueling System Fees, as the case may be.

Section 7.08--Place Of Payments; Late Payments.

All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate. Any amount which is not paid when due shall bear interest at a rate four percent (4%) higher than the then-current prime rate for commercial customers established by the largest commercial bank in Chicago, determined on the basis of total assets.

Section 7.09--Right To Contest.

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning within a period of six (6) months from the date of receipt by Airline of the Final Audit the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder, or preclude Airline from making, within such period, any claim against City for credit for any excess amount paid by Airline hereunder; provided, however, that neither City nor Airline shall be limited by such 6-month period in the event that the other party shall have attempted to defraud or shall have defrauded the party seeking to question the accuracy of such statement or make such claim.

Section 7.10--Creation Of Certain Funds.

(a) Immediately after the Effective Date, City shall create the following funds:

(i) the Airport Fund;

(ii) the Operation and Maintenance Fund;

(iii) the Special Capital Projects Fund;

(iv) the Operation and Maintenance Reserve Fund;

(v) the Maintenance Reserve Fund;

(vi) the Airport Development Fund; and

(vii) the Emergency Reserve Fund.

Such funds constitute all of the funds required to be created under this Agreement. In addition, City may create other funds for the purpose of segregating moneys to pay Debt Service when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect. All moneys and securities held in the funds listed above shall be held by City separate and apart from all other funds of City and shall be applied and withdrawn only as set forth in this Section 7.10, except with respect to the Airport Development Fund and the Emergency Reserve Fund, which are governed by Articles X and XI, respectively.

(b) At any time when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect, all Revenues collected by City shall be promptly deposited into the Airport Fund. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective, City shall transfer any amount in the Airport Fund to the Trustee to be deposited into the Revenue Fund. While the pledge of Revenues under the General Airport Revenue Bond Ordinance remains effective, City shall transfer all Revenues to the Trustee to be deposited into the Revenue Fund, to be applied by the Trustee in accordance with the General Airport Revenue Bond Ordinance. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance is no longer in effect, any amounts in the Revenue Fund shall be transferred by the Trustee to City for deposit in the Airport Fund. Any amounts deposited in the Airport Fund at any time shall

be disbursed and applied by City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year:

(i) On the first business day immediately preceding the tenth (10th day) of each month, City shall make the following deposits in the manner and order or priority set forth below:

First: City shall deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12) of the amount provided in the Projections of Fees and Charges prepared pursuant to Section 7.03 for Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and excluding required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Mid-Year Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund) for such Fiscal Year, the amount required to be deposited in the Operation and Maintenance Fund each month of the second half of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment.

Second: City shall next deposit into the Special Capital Projects Fund the amount, if any, approved by a Majority-in-Interest to be deposited at such time into the Special Capital Projects Funds.

(ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) day of such Fiscal Year, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half (1/2) of the "O&M Reserve Fund deposit requirement", as below defined, for such Fiscal Year. The "O&M Reserve Fund deposit requirement" for any Fiscal Year shall mean the amount necessary to increase the amount on deposit therein (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth (1/4) of the amount provided in the Projection of Fees and Charges, as adjusted from time to time, for Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits for the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Mid-Year Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited on the one hundred eighty-second (182nd) day of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to such adjustment.

Second: City shall next deposit into the Maintenance Reserve Fund an amount equal to the lesser of (A) $1,500,000 and (B) the amount, if any, required to bring the deposit therein to $3,000,000.

Third: City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Emergency Reserve Fund payment requirement, as defined in Section 11.02, for such Fiscal Year.

Fourth: City shall next deposit into the Airport Development Fund an amount equal to one-half (1/2) of the Airport Development Fund payment requirement, as defined in Section 10.02, for such Fiscal Year, plus one half (1/2) of the amount, if any, to be deposited by City into the Airport Fund for such Fiscal Year for deposit into the Airport Development Fund pursuant to Section 13.03.

(c) If at any time when deposits are required to be made to any funds pursuant to this Section 7.10, moneys held in the Airport Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other funds of higher priority are made in full.

(d) The moneys on deposit in the funds described in this Section 7.10 shall be used for the following purposes:

(i) Any balance in the Airport Fund after the deposits and transfers set forth herein shall remain in the Airport Fund and shall be available only (1) to meet deficiencies arising in any of the funds in the order of their priority, (2) to make future deposits and transfers required hereunder and (3) to make any payments to Airline Parties required under Sections 5.03(b), 5.06(c) and 7.07.

(ii) The moneys in the Operation and Maintenance Fund shall be used by City only to pay Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund); provided, however, that moneys in the Operation and Maintenance Fund shall also be used to repay loans from the Operation and Maintenance Reserve Fund as soon as funds for such repayment are available therefor.

(iii) The moneys in the Special Capital Projects Fund shall be used only as a source for Special Capital Project Expenditures approved by a Majority-in-Interest.

(iv) The moneys in the Operation and Maintenance Reserve Fund shall be used only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund).

(v) The moneys in the Maintenance Reserve Fund shall be used only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport (excluding the Land

Support Area), whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the above-described purposes by an Independent Airport Consultant.

(vi) The moneys in the Emergency Reserve Fund shall be used only for the purposes set forth in Section 11.03.

(vii) The moneys in the Airport Development Fund shall be used only for the purposes set forth in Section 10.04.

(e) The moneys in the Emergency Reserve Fund and the Airport Development Fund shall be invested and any earnings or losses thereon shall be treated as set forth in Section 11.04 and 10.05, respectively. The moneys held in the other funds described in this Section 7.10 shall be invested in Qualified Investments at the direction of the Treasurer of City, and the interest thereon, and any profit arising on the sale thereof, shall be deposited into the Airport Fund.

(f) Qualified Investments purchased as an investment of moneys in any fund described in this Section 7.10 shall be deemed at all times to be a part of such fund. Qualified Investments so purchased shall be sold at the best price obtainable whenever it is necessary to do so in order to provide moneys to make any withdrawal or payment from such fund. For the purposes of any such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any fund have been invested shall mature not later than the respective dates as estimated by City based on information provided by City, when the moneys held for the credit of any fund will be needed.

(g) In computing the amount in any fund described in this Section 7.10, obligations maturing within the three (3) year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three (3) years following the date of computation shall be valued at the lower of amortized value or market value. For purposes of this Agreement, amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

Article VIII.

Approval Of Capital Expenditures;
Approval Of Issuance Of Obligations.

Section 8.01--Capital Expenditures For Which No Approval Required.

Provided that the notice required by Section 8.03 has been given to Airline:

(a) City may make or authorize to be made Capital Expenditures (and, with respect to item (ii) below, expenditures for improvements at airports other than the Airport in accordance with Section 10.04, and with respect to item (vi) below, expenditures to fund all related costs of issuance and associated financing costs, including, but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations and required deposits into the Operation and Maintenance Reserve Fund) from the following sources without approval of Airline or a Majority-in Interest: (i) amounts in the Maintenance Reserve Fund; (ii) amounts in the Airport Development Fund; (iii) proceeds of Government Grants-in-Aid (excluding any City-sponsor matching share); (iv) proceeds of any passenger facility charge or similar tax levied by or on behalf of City; (v) proceeds of insurance or any condemnation award with respect to any assets or property at the Airport, to the extent such proceeds are not deemed revenues in accordance with generally accepted accounting principles and are expended to replace that which was destroyed or taken; and (vi) proceeds of obligations issued by City pursuant to Section 8.02.

(b) In addition, City may make or authorize to be made Capital Expenditures for Capital Projects consisting of Exclusive Use Premises which are improvements to, or expansions or extensions of, Exclusive Use Premises in Terminal Buildings Nos. 1, 2, 3 and 3-Expansion, without approval of Airline or a Majority-in-Interest so long as City obtains a written agreement from one or more Airline Parties to (i) occupy such Exclusive Use Premises for the remaining term of its or their Airport Use Agreements, (ii) provide the financing therefor from a source other than General Airport Revenue Bonds or Junior Lien Obligations and pay all principal and interest thereon, (iii) pay all costs related to such Capital Projects which are not completed, including any architectural or engineering fees, and (iv) amend its or their Airport Use Agreements to increase such Airline Party's or Parties' Existing Footage and Exclusive Use Premises by an amount equal to the square footage of any such expansion to such Exclusive Use Premises.

(c) City may make or authorize to be made any other Capital Expenditures for Capital Projects without approval of Airline or a Majority-in-Interest so long as Airline will not be obligated to pay any costs thereof or therefor, including any payments in the event of a default by the primary obligor.

Section 8.02--Issuance Of Obligations For Which No Approval Required.

(a) Provided that the notice required by Section 8.04 has been given to Airline, City may issue obligations for any one or more of the following purposes, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations, and include the Debt Service thereon in the calculation of Airport Fees and Charges, in accordance with the provisions of Articles V and VI, without approval of Airline or a Majority-in-Interest: (i) to fund (1) the cost of designing, constructing and equipping Priority I Capital Projects, (2) the Airline- Funded Cost of designing, constructing and equipping Priority II Capital Projects, subject to the provisions of Section 9.07, (3) the cost of designing, constructing and equipping Capital Projects of the Fueling System, and (4) the cost of designing, constructing and equipping Capital Projects necessary to comply with any valid rule, regulation or order of any Federal or state agency; (ii) to fund the cost of tenant improvements pursuant to Section 9.12, or the cost of relocation expenses pursuant to Section 9.13; (iii) to fund insurance or condemnation award deficiencies pursuant to Section 19.04(d) or 19.05; (iv) to redeem the 1959 Bonds; (v) to refinance, on a long-term, permanent basis, obligations which were issued originally to finance, on a short-term, interim basis, the cost of funding required deposits described in subsection (viii) below, the cost of designing, constructing and equipping Capital Projects described in subsection (i) above, or the cost of tenant improvements and relocation costs described in subsection (ii) above, or, to the extent necessary from time to time to prevent a default thereon, to renew such short-term interim obligations with other short-term obligations; (vi) to refund or refinance Special Facility Revenue Bonds (1) pursuant to and only at the times required by the Special Facility Use Agreement dated as of August 1, 1982 by and between City and Delta Air Lines, Inc., or (2) pursuant to and only at the times required by any agreements entered into by and between City and any Airline Party pursuant to Section 9.14; (vii) to fund other capitalized costs of implementing the provisions of this Agreement, such as the costs of designing, creating and implementing accounting and cost management systems, and program and construction management costs and expenses; and (viii) to fund required deposits into the Operation and Maintenance Reserve Fund. The use of the proceeds of General Airport Revenue Bonds in the manner set forth in that certain Escrow Deposit Agreement, dated as of April 1, 1983, by and among City, Delta Air Lines, Inc. and Continental Illinois National Bank and Trust Company of Chicago, shall be deemed to constitute a refunding of Special Facility Revenue Bonds "pursuant to . . . the Special Facility Use Agreement dated as of August 1, 1982 by and between the City and Delta Air Lines, Inc.," within the meaning of this Section.

(b) It is the intent of City and Airline that obligations issued by City pursuant to this Section 8.02 will be issued at such times and on such terms as will result, for all such obligations in the aggregate, in the lowest annual Debt Service reasonably obtainable. Nevertheless, the terms and conditions of obligations issued by City pursuant to this Section 8.02 shall be determined by City in its sole discretion, including, but not limited to, the amount, term, redemption provisions and interest rate or rates of such obligations, subject to the following limitations, any or all of which may be waived by a Majority-in-Interest:

(i) City shall, to the extent permitted by law, cause interest on each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 to finance or refinance a

Capital Project to be capitalized to and including a date not less than six (6) months beyond the estimated date of completion of construction of such Capital Project.

(ii) Each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 by City (other than obligations issued to finance, on a short- term, interim basis, the cost of designing, constructing and equipping Capital Projects, or the cost of funding required deposits into the Operation and Maintenance Reserve Fund, and obligations issued to renew such obligations) shall be issued pursuant to the General Airport Revenue Bond Ordinance or a Special Facility Financing Arrangement and shall mature over a period of not less than fifteen (15) years and shall provide for approximately level annual payments of principal and interest.

(iii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of designing, constructing and equipping Capital Projects on a short-term, interim basis, the following shall apply:

(1) City shall permanently finance, pursuant to the requirements of subsection (ii) above, the cost of designing, constructing and equipping each such Capital Project or component thereof on or prior to the issuance of the Cost Allocation Certificate for such Capital Project or component thereof pursuant to Section 9.04(h);

(2) Any letter of credit or other credit facility arrangement provided to secure such interim obligations, or any renewal obligations, (A) shall be provided by a domestic banking institution, (B) shall not affect any rights or obligations of City or Airline under this Agreement or have the effect of causing Debt Service included in the calculations of Terminal Area Use Charges and Landing Fees to exceed Debt Service calculated in accordance with subsection (3) below, and (C) shall not impose any covenants, restrictions or requirements on City regarding the ownership or operation of the Airport other than those imposed by the General Airport Revenue Bond Ordinance; and

(3) For the purpose of determining Debt Service on any such interim obligations, or on any obligation of City to repay advances under any such letter of credit or other credit facility arrangement, to be included in the calculation of Terminal Area Use Charges and Landing Fees under this Agreement, Debt Service shall be the lesser of (A) the actual Debt Service on such obligations and (B) the Debt Service which would have resulted if the same principal amount of obligations had been structured to mature on a level debt service basis over a ten (10) year period from the date of issuance of such interim obligations or from the date of incurrence of the obligation of City under such letter of credit or other credit facility arrangement, as the case may be, or the remaining term of this Agreement, whichever is shorter, with interest on such obligations assumed to be payable at a rate equal to the rate specified in the "Revenue Bond Index" published in The Bond Buyer, or successor index, and in effect on the date of sale of such interim obligations or on the date such letter of credit is issued or such other credit facility arrangement is entered into, as the case may be.

(iv) Except in accordance with Section 8.02(a)(iv), (v) and (vi), City shall not issue any obligations to refund or refinance any obligations issued pursuant to subsection (a) of this Section 8.02.

(v) City shall not issue any obligations pursuant to subsection (a) of this Section 8.02 which (1) provide for the establishment of a debt service reserve fund in excess of maximum annual debt service (principal and interest) with respect to such obligations, excluding in the case of obligations having maturity of five years or less the principal amount of such obligations, or (2) establish debt service coverage requirements with respect to such obligations in excess of 1.25 times the annual debt service for any Fiscal Year on such obligations, calculated by treating as available net revenues for debt service coverage purposes any balance remaining after all fund deposits required for the previous Fiscal Year under the ordinance or resolution authorizing such obligations have been made. In addition, the ordinance or resolution authorizing the issuance of any obligations pursuant to subsection (a) of this Section 8.02 (1) shall not create any funds other than funds which serve the same function and have deposit requirements determined in the same manner as the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund and the Construction Fund, (2) shall not provide for acceleration of payment of the principal amounts of such obligation, (3) shall provide for the funding of any debt service reserve fund for Junior Lien Obligations from the proceeds of the sale of such Junior Lien Obligations and (4) shall provide that any interest accruing on, and any profit realized from the investment of moneys in any debt service reserve fund established thereunder shall be deposited into the Revenue Fund.

(vi) City shall not amend the General Airport Revenue Bond Ordinance in any way that would change the debt service coverage requirements or the fund deposit requirements, as set forth in Exhibit I attached hereto; provided, however, that this provision shall not preclude increases in the amounts payable pursuant to such requirements where such increases result solely from the application of such requirements resulting from the issuance of General Airport Revenue Bonds or Junior Lien Obligations in accordance with this Article VIII on or after the date on which the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective.

(vii) No ordinance or resolution authorizing the issuance of obligations pursuant to subsection (a) of this Section 8.02 shall materially conflict with any provision of this Agreement.

(viii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of funding required deposits into the Operation and Maintenance Reserve Fund on a short-term, interim basis, the following shall apply:

(1) Any such obligation shall bear interest at a rate not in excess of the average of the then current prime interest rates of the three largest domestic banking institutions headquartered in Chicago; and

(2) City shall permanently finance, as soon as reasonably feasible, pursuant to the requirements of subsection (ii) above, the cost of funding such required deposits into the Operation and Maintenance Reserve Fund out of the proceeds of subsequent issues of General Airport Revenue Bonds.

Section 8.03--Notice Of Capital Expenditures For Which No Approval Required.

At least thirty (30) days prior to making any Capital Expenditure (or other permitted expenditure), except Capital Expenditures for Capital Projects of the Fueling System, described in Section 8.01, City shall give written notice thereof to Airline. Such notice shall include an estimate of (a) the cost of the Capital Project, (b) the Operation and Maintenance Expenses resulting therefrom, (c) the sources and uses of funds, (d) the construction schedules, description, and justification for any such Capital Project, and (e) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such Capital Project within twenty (20) days following receipt by Airline of such notice. City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-in-Interest, City shall convene a meeting of Airline Parties and City to discuss such Capital Project.

Section 8.04--Notice Of Issuance Of Obligations For Which No Approval Required.

(a) At least thirty (30) days prior to the issuance of any obligations issued pursuant to Section 8.02 after the Effective Date, except the issuance of obligations issued to fund the cost of designing, constructing and equipping Capital Projects of the Fueling System, City shall give written notice of such financing to Airline. Such notice shall provide (i) in the case of a Capital Project to be financed, an estimate of (1) the cost of such Capital Project, (2) the construction schedules, description and justification for such Capital Project, and (3) the Operation and Maintenance Expenses resulting from such Capital Project; (ii) the terms of such financing and the estimated Debt Service payable as a result thereof; (iii) the proposed allocation of such Debt Service among and within the Cost-Revenue Centers; and (iv) the projected impact of such financing on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon.

(b) Airline may submit to City written comments on such financing within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon request of a Majority-in-Interest filed with City within such twenty (20) day period, City shall convene a meeting of Airline Parties to discuss the financing within ten (10) days of receipt of such request. If expressly requested at such meeting by a Majority-in-Interest, City shall delay the sale of such obligations until a date requested by such Majority-in-Interest, which date shall be not less than twenty (20) nor more than forty (40) days following the date of such request.

Section 8.05--Capital Projects And Issuance Of Obligations For Which Majority-In-Interest Approval Is Required.

(a) Except as provided in this Article VIII, City shall not make any Capital Expenditures for any Capital Project, except for preliminary planning and conceptual

design work, or issue any obligations to finance the cost thereof, unless and until such Capital Project and the financing thereof has been approved by a Majority-in-Interest.

(b) Subject to the limitations contained in Article IX and except as provided in Section 8.01, City may, upon approval of a Majority-in-Interest, make any Capital Expenditure for a Capital Project, except for facilities for the exclusive use of any person or persons engaged in the Air Transportation Business, and may issue obligations giving rise to Debt Service to fund each such Capital Project and include such Debt Service in the calculation of Airport Fees and Charges consistent with the terms of this Agreement.

Section 8.06--Method Of Obtaining Approval.

In the event City is required to obtain approval for a Capital Project, or an issuance of obligations, pursuant to Section 8.05, at least forty-five (45) days before making any Capital Expenditure or issuing any such obligation, City shall submit a proposal in writing to all Airline Parties, which proposal shall include an estimate of (a) the cost of such Capital Project, (b) the Debt Service and Operation & Maintenance Expenses resulting therefrom, (c) the sources and uses of funds and the terms of any financing, (d) the construction schedules, descriptions, and justification for any such Capital Project, (e) the proposed allocations of any Debt Service among and within the Cost-Revenue Centers, and (f) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline Parties to make an informed judgment on the appropriateness of such Capital Project and financing. A Capital Project and financing shall be deemed to be approved if (i) a Majority-in-Interest approves it, or (ii) City is not notified in writing of Majority-in-Interest disapproval within thirty (30) days of the submission of such proposal by City.

Section 8.07--Issuance Of Obligations By Persons Other Than City.

In the event that pursuant to the Specified Facility Use Agreement by and between Delta Air Lines, Inc., and City, dated as of August 1, 1982, or an agreement between City and another Airline Party pursuant to Section 9.14, a person other than City issues obligations giving rise to Special Facility Revenue Bond and Other Debt Service, (a) the provisions of this Article VIII shall apply to the issuance of such obligations, and (b) such Airline Party shall provide City with all information necessary for City to comply with the notice requirements of this Article VIII.

Article IX.

Airport Development Plan; Construction Of Capital Projects.

Section 9.01--Approval Of Airport Development Plan.

City and Airline each hereby approve the Airport Development Plan attached hereto as Exhibit B. Such approval includes, without limitation, approval of the following items set forth in Exhibit B attached hereto: (a) the Capital Projects described therein, (b) the project scope, descriptions and diagrams of such Capital Projects, (c) the allocation among Cost-Revenue Centers of such Capital Projects, (d) the Airline-Funded Cost of each such Capital Project, (e) the designation as a Priority I Capital Project or a Priority II Capital Project of certain Capital Projects, (f) the inclusion of certain Capital Projects in Category 1 or

Category 2, and (g) the estimated commencement and completion dates for each such Capital Project.

Section 9.02--Governmental Approvals.

City shall promptly submit and diligently process to conclusion requests for all necessary governmental approvals for Capital Projects described in the Airport Development Plan. The highest possible priority shall be given to obtaining necessary approvals for those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structures (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

Section 9.03--Plans And Specifications; Terminal Structure Finish Standards.

(a) City shall, in due course, prepare detailed construction drawings, plans and specifications, and cost estimates for each Capital Project described in the Airport Development Plan, except Capital Projects of the Fueling System, and shall refine the descriptions and diagrams, and the estimated commencement and completion dates, for each such Capital Project; provided, however, that any change in an estimated commencement or completion date shall be consistent with the provisions of Section 9.06(d) and Section 9.11; and provided further, that City shall not materially decrease the total square footage of any Capital Project in the Terminal Area. City shall provide Airline with copies of such detailed cost estimates, descriptions, diagrams and estimated commencement and completion dates. If the detailed cost estimates for any Capital Project are greater than the Airline-Funded Cost therefor, City shall, consistent with its other agreements and obligations under this Article IX, give due consideration to any comments submitted by any Airline Party as to methods that may be employed to reduce such estimated costs. City shall design and construct the Capital Projects in accordance with design and construction standards which City shall establish for the purpose of ensuring a uniformity of quality for all facilities of similar nature and use at the Airport.

(b) Except to the extent funded pursuant to Section 8.01(b) or pursuant to Majority-in-Interest approval, City shall not materially increase the size, scope or square footage of any Priority I Capital Project, as shown in the Airport Development Plan. In addition, City shall not, without Majority-in-Interest approval, change the geographic location of, materially increase the ratio of Public Use Premises square footage to Exclusive Use Premises square footage of, or materially increase the ceiling height of, any Terminal Structure which is included in a Priority I Capital Project, all as shown in the Airport Development Plan.

(c) Any additional cost resulting from (i) an improvement to a Terminal Structure, other than those improvements required to meet the Terminal Structure finish standards described in Exhibit Q attached hereto, or (ii) any moving sidewalks or other horizontal moving devices which are located in concourses, tunnels or other passageways directly serving passenger hold rooms associated with an Airline Party's Aircraft Parking Area, shall be deemed to be a tenant improvement for the Airline Party or Airline Parties occupying such premises, and funding of such additional costs with General Airport Revenue Bonds or Junior Lien Obligations shall be subject to the provisions of Section 9.12.

Section 9.04--Construction.

(a) All construction and equipping of Capital Projects described in the Airport Development Plan shall be done in a good and workmanlike manner.

(b) Each contract for construction work in an amount in excess of $5,000,000 awarded by City or its agents after the Effective Date for a Capital Project described in the Airport Development Plan shall be publicly bid and awarded to the lowest responsible bidder who has the experience and resources required to perform the work described in such contract; provided, however, that this requirement shall not apply if City determines in good faith that there is only one contractor with the resources and experience necessary to perform the work. City may delegate responsibilities for the designing, construction and equipping of Capital Projects; provided, however, that with respect to contracts awarded after the Effective Date, City shall retain the power and authority to, and shall, enforce all terms and provisions of all design and construction contracts. City shall diligently pursue all appropriate remedies against architects, engineers and contractors for defective design or work with respect to Capital Projects which are described in the Airport Development Plan or which are otherwise approved by a Majority-in-Interest.

(c) City shall employ a construction manager to coordinate, supervise and inspect the construction of Capital Projects described in the Airport Development Plan. The construction manager shall prepare and maintain records of the progress of construction and shall make recommendations in connection with such construction. City and the construction manager shall use their best efforts (i) to cause all work to be accomplished in accordance with the plans and specifications and the estimated commencement and completion dates for each Capital Project, as described in the Airport Development Plan, and (ii) to coordinate the work so as to avoid change orders which increase costs and to reduce claims for extra work or extra compensation.

(d) The compensation payable to the construction manager and for all design, architectural and engineering services shall be reasonable, and City shall use its best efforts to minimize such compensation. The capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be reasonable and necessary.

(e) Airline may appoint a design and construction representative ("Airline's Construction Representative") for any Capital Project described in the Airport Development Plan which will contain any Exclusive Use Premises of Airline. Airline's Construction Representative shall be knowledgeable in construction matters of the nature involved in the construction of the Capital Project for which such appointment is made. Airline shall identify Airline's Construction Representative to City, and thereafter City shall afford Airline's Construction Representative full access to the work relating to the Capital Project for which Airline's Construction Representative is appointed. City shall permit Airline's Construction Representative to participate in the evaluation of design and construction alternatives for such projects.

(f) A Majority-in-Interest may appoint one or more persons to serve as a construction representative for all Airline Parties ("Airline Parties' Construction Representative") with respect to the construction and operational impact of all Capital Projects described in the

Airport Development Plan. The Airline Parties' Construction Representative shall be knowledgeable in construction and operational matters involved in the Capital Projects. A Majority-in-Interest, acting through the Airlines' Representative, shall identify Airline Parties' Construction Representative to City. City shall thereafter afford the Airline Parties' Construction Representative full access to all construction work relating to Capital Projects. City shall permit the Airline Parties' Construction Representative to participate in the evaluation of design and construction alternatives. When potential adverse operational impact is determined by City and the Airline Parties' Construction Representative to be significant, design and construction alternatives, and estimated costs, will be evaluated by City and the Airline Parties' Construction Representative. City shall give due consideration to comments, suggestions and requests of the Airline Parties' Construction Representative regarding construction of Capital Projects and methods designed to reduce or eliminate adverse operational impact and costs.

(g) City shall provide written notice to the Airline Parties' Construction Representative, and to the Airline's Construction Representative with respect to Capital Projects which will contain any Exclusive Use Premises of Airline, of all claims made by contractors for any extra compensation. The notice shall indicate the planned disposition of the claim. If the claim is to be allowed by City, City shall consult with the Airline Parties and Airline, as appropriate, regarding the terms of settlement of the claim. City shall give due consideration to suggestions or comments of the Airline Parties and Airline regarding the terms of the settlement.

(h) Within one hundred eighty (180) days after the completion of a Capital Project or component thereof, City shall prepare, execute and deliver to the Airlines' Representative, and, in the case of a Capital Project or component thereof which includes any Exclusive Use Premises, to those Airline Parties which will occupy such premises, a cost allocation certificate (the "Cost Allocation Certificate"), setting forth in reasonable detail a breakdown of the costs of design, construction and equipping of such project or component, including an allocation of such costs among each of the following:

(i) the costs allocable to each C.R.C.; and

(ii) for such costs allocable to the Terminal Area, the costs allocable to (1) Exclusive Use Premises of all Airline Parties (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (2) any Exclusive Use Premises which are part of a Special Facility Improvement, (3) tenant improvements pursuant to Section 9.12, (4) relocation costs incurred pursuant to Section 9.13, (5) Type A Public Use Premises, (6) Type B Public Use Premises, (7) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (8) those Capital Projects enumerated in Section 5.05(b), and (9) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;

and adding for each component a *pro rata* portion of the costs incurred in connection with (A) the issuance of obligations issued to fund the cost of such project or component prior to the date of completion, (B) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations during the construction period, and (C) the amounts withdrawn from any capitalized interest account and used to pay interest

accruing on such obligations following the completion of construction. Following the depletion of all amounts in any capitalized interest account held to pay interest on such obligations, City shall amend the Cost Allocation Certificate as necessary to reflect any amounts withdrawn from such capitalized interest account and used to pay interest on such obligations subsequent to the initial preparation, execution and delivery of the Cost Allocation Certificate. In addition, City shall amend the Cost Allocation Certificate to give effect to the application to such Capital Project or component thereof of the proceeds of any obligations issued to fund such project or component after the preparation, execution and delivery of the Cost Allocation Certificate as theretofore amended.

Section 9.05--Airline Cooperation.

(a) Airline shall use its best efforts to take such action as may be reasonably requested of it by City, consistent with this Agreement and any other agreements in effect at such time between City and Airline, to enable City to implement the Airport Development Plan in a timely and cost-effective manner. Airline shall take no action which unreasonably impedes or hinders City from such implementation.

(b) Without limiting the foregoing, Airline shall cooperate with City and shall use its best efforts to take such action as is reasonably requested of it by City in support of City's efforts to (i) seek necessary governmental approvals for the Capital Projects described in the Airport Development Plan, and (ii) seek amendment of the Federal Aviation Regulations (14 C.F.R. Subpart K: High Density Traffic Airports, Section 93.121 *et seq.*) to eliminate the maximum airport high density rule at the Airport. Airline shall not take any action which impedes or hinders such City efforts.

Section 9.06-- Priorities.

(a) The Airport Development Plan designates certain Capital Projects as either Priority I Capital Projects or Priority II Capital Projects.

(b) So long as City has the power and right, in accordance with all applicable laws, ordinances, rules, regulations, and orders (other than those of City), to issue General Airport Revenue Bonds, Junior Lien Obligations or Special Facility Revenue Bonds, City shall, pursuant to Section 8.02, diligently proceed to issue General Airport Revenue Bonds or Junior Lien Obligations (or, upon request of an Airline Party pursuant to Section 9.14, Special Facility Revenue Bonds, or both) in an amount sufficient to fund the cost of designing, constructing and equipping each Priority I Capital Project described in the Airport Development Plan, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. City shall, pursuant to Section 8.01, use the proceeds of the sale of said bonds to design, construct and equip each Priority I Capital Project for which it has obtained all necessary governmental approvals. Without limiting the foregoing, City shall use its best efforts and employ every reasonable means to commence and complete each Priority I Capital Project for a cost which will not require obligations to be issued in excess of the amount required to pay the Airline- Funded Cost of such Priority I Capital Project. The highest possible priority will be given to the construction and equipping of those Capital

Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structure (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

(c) Subject to the limitations contained in Section 9.07 on the amount of obligations which City may issue to fund the costs of Priority II Capital Projects, City may design, construct and equip Priority II Capital Projects at such times and on such schedules as it deems appropriate.

Section 9.07--Sources Of Funds.

(a) City's right to issue obligations, pursuant to Section 8.02, to fund the cost of Capital Projects included in the Airport Development Plan is limited to the right to issue obligations in an amount sufficient to fund, reimburse or refinance (i) the actual cost of designing, constructing and equipping Priority I Capital Projects, (ii) the Airline-Funded Costs of Priority II Capital Projects, (iii) the actual cost of designing, constructing and equipping Capital Projects of the Fueling System, and (iv) all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing obligations issued pursuant to Article VIII.

(b) As of the Effective Date, City shall calculate a Funding Contingency Reserve for each Priority I Capital Project or component thereof equal to thirty percent (30%) of the Airline-Funded Cost of such Priority I Capital Project or component thereof. The Airline-Funded Costs for all Priority II Capital Projects, in the aggregate, shall be reduced by the aggregate amount of such Funding Contingency Reserves, as such reserves are adjusted from time to time pursuant to this Section 9.07, for all Priority I Capital Projects or components thereof. Such reduction in Airline-Funded Costs for Priority II Capital Projects shall be allocated and reallocated from time to time by City among the Priority II Capital Projects; provided, however, that no such allocation or reallocation shall have the result of reducing the Airline-Funded Cost of the Second Taxiway Bridge, identified in the Airport Development Plan as Capital Project AF-1 (e).

(c) From time to time, City may request an Independent Architect or Engineer to estimate the total costs of designing, constructing and equipping a Priority I Capital Project or component thereof. Such Independent Architect or Engineer shall make use of awarded contracts and actual costs incurred for such project or component and shall make an estimate of the costs to be incurred under contracts yet to be awarded. In estimating costs under contracts to be awarded, the Independent Architect or Engineer shall inflate an estimate of current design, construction and equipping costs to the estimated midpoint of construction, in accordance with the procedure described in Section 9.08(b)(iii). If, at the time of such estimate of total costs, the Independent Architect or Engineer determines that the dollar amount of awarded contracts and actual costs incurred for a Priority I Capital Project or component thereof constitutes seventy percent (70%) or more of the total estimated cost of such project or component thereof, such architect shall prepare a certificate for City setting forth his estimate of total costs (which costs shall herein be referred to as the "Contract Cost" for such project or component thereof) together with the bases for such estimate and an estimated construction schedule. City shall, within ten (10)

days thereafter furnish the Airlines' Representative with a copy of such certificate, together with a notice of any adjustments City will make under this Section 9.07(c) to the Funding Contingency Reserves. In the event that, at the time of delivery of the certificate establishing the Contract Cost, the Contract Cost is greater than the Airline-Funded Cost for such project or component thereof, the Funding Contingency Reserve for such project or component shall be reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above shall be further reduced to an amount equal to ten percent (10%) of the greater of the Airline-Funded Cost or the Contract Cost. An amount equal to the amount, if any, by which the Funding Contingency Reserve is reduced pursuant to the preceding sentence may be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(d) The actual cost of designing, constructing and equipping each Priority I Capital Project or component thereof ("Final Contract Cost") shall be finally determined and certified pursuant to Section 9.04(h). In the event that the Final Contract Cost is greater than the greater of the Airline-Funded Cost or the Contract Cost, the amount, if any, remaining in the Funding Contingency Reserve for such project or component, after the reduction, if any, pursuant to subsection (c) above, shall, upon notice to the Airlines' Representative, be further reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above may, upon notice to the Airlines' Representative, be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(e) Upon determination of the Final Contract Cost pursuant to Section 9.07(d) of a Priority I Capital Project or component thereof, or upon a similar determination for a Priority II Capital Project or component thereof, City shall, after consultation with the Airlines' Representative, increase the Airline-Funded Cost of any Priority II Capital Project or Projects by (i) any amount by which the Final Contract Cost of any Priority I Capital Project or component is less than the Airline-Funded Cost of such Priority I Capital Project or component, as adjusted only pursuant to Section 9.08, and (ii) any amount by which the actual cost of any Priority II Capital Project, or component, is less than the Airline- Funded Cost for such Priority II Capital Project.

(f) City, upon its determination that the cost of designing, constructing and equipping a Priority II Capital Project will exceed the Airline-Funded Cost, and upon notice given to Airline, may from time to time increase the Airline-Funded Cost of such Priority II Capital Project providing that the aggregate amount of all such increases shall not exceed five percent (5%) of the Airline-Funded Cost of such project, as adjusted only pursuant to Section 9.08.

(g) Nothing contained in this Section 9.07 shall be deemed to limit or affect the right and obligation of City to issue obligations pursuant to Section 8.02 and Section 9.06(b) to fund the actual cost of designing, constructing and equipping Priority I Capital Projects.

(h) For purposes of determining the Contract Cost and and Final Contract Cost for the Buses, identified in the Airport Development Plan as Capital Project TA-10(b), pursuant to

Section 9.07(c) and 9.07(d), a depreciable life of five (5) years shall be attributed to the Buses and an interest cost of ten percent (10%) shall be imputed thereto.

Section 9.08--Price Level Adjustments.

The amounts designated as the Airline-Funded Costs of the Capital Projects described in the Airport Development Plan are stated in mid-year 1982 dollars regardless of the projected year of construction. For the purpose of determining the limitations contained in Section 9.07(a) on the right of City to issue obligations and for the purpose of making the adjustments required by Sections 9.03(a), 9.06(b) and 9.07(a), (b), (c), (d), (e) and (f), 9.09 and 9.10, the Airline- Funded Costs of Priority I and Priority II Capital Projects, the Funding Contingency Reserves for Priority I Capital Projects and the Contract Costs of Priority I Capital Projects, shall be adjusted as follows:

(a) For the purposes of recognizing and allowing for increases or decreases in the cost of final design, construction and equipping of Capital Projects due to inflation or deflation, costs shall be updated to the date of actual expenditure or the projected mid-point of the Capital Project construction period, as appropriate, using the following cost indexes:

(i) Terminal Area and International Terminal Area--Building Cost Index (B.C.I.) for the Chicago area published monthly by Engineering News--Radio, or any successor index thereto. (The mid-year 1982 B.C.I. (1967 = 100) was stated as 314.24 (E.N.R./July 15, 1982, page 100).)

(ii) Airfield Area and Terminal Support Area--Construction Cost Index (C.C.I.) for the Chicago area published monthly by Engineering News--Record, or any successor index thereto. (The mid-year 1982 C.C.I. (1967 = 100) was stated as 338.45 (E.N.R./July 15, 1982, page 100).)

(b) The adjusted Airline-Funded Costs, and the Funding Contingency Reserve, of each Capital Project, or component thereof, shall be determined at the time of the establishment of the Contract Cost pursuant to Section 9.07(c) in accordance with the following procedures:

(i) With regard to the determination with respect to Airline-Funded Costs, any costs actually incurred as of the date of the establishment of the Contract Cost ("Actual Costs") shall be adjusted back to mid-year 1982 costs by dividing such Actual Costs by the sum of one (1) plus the percentage change, expressed to four (4) decimal places (e.g., 0.1225 for a 12.25% increase), in the appropriate cost index from mid-year 1982 to the mid-point month of the period during which such costs were actually incurred.

(ii) Airline-Funded Costs shall be reduced by the Actual Costs, as adjusted pursuant to subsection (i) above, and then adjusted forward to the date on which the Contract Cost is established by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the appropriate cost index from mid-year 1982 to the month in which the Contract Cost is established.

(iii) The amount established pursuant to subsection (ii) above shall be further adjusted by multiplying such amount by the sum of (A) one (1) plus (B) the percentage change, expressed to four (4) decimal places, in the appropriate cost index for the year preceding the establishment of the Contract Cost, divided by twelve (12) and multiplied by the number of months estimated by the Independent Architect or Engineer to be equal to the number of months from the date of the establishment of the Contract Cost to the mid-point month of the construction period.

(iv) The adjusted Airline-Funded Costs shall be the sum of (A) the Actual Costs plus (B) the amount established pursuant to subsection (iii) above.

(v) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsections (i) through (iv) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

(c) The adjusted Airline-Funded Cost and Funding Contingency Reserve of a Capital Project or of a component thereof shall be determined at the time of the establishment of the Final Contract Cost pursuant to Section 9.07(d) in accordance with the following procedures:

(i) Airline-Funded Costs shall be adjusted by multiplying each constituent part of such costs by the sum of one (1) plus the percentage increase, expressed to four (4) decimal places, in the appropriate cost index from mid-year 1982 to the mid-point months of the periods in which such costs or a constituent part of such costs included in the Final Contract Cost were actually incurred.

(ii) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsection (i) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

Section 9.09--Government Grants-in-Aid.

City shall use its best efforts to obtain Government Grants-in-Aid for Capital Projects described in the Airport Development Plan; provided, however, that nothing contained herein shall be deemed to require City to seek any Government Grant-in-Aid for the F.I.S. Relocation Facility or any Capital Project included in City's Phase I Environmental Assessment for the Airport approved by the F.A.A. on July 22, 1982; and provided further, that nothing contained herein shall be deemed to limit the right of City to apply for or use Government Grants-in-Aid for capital projects at any airport functioning as a reliever airport for the Airport. The Airline-Funded Cost of a Capital Project or component thereof

shall be reduced by an amount equal to the amount of any Government Grant-in-Aid used by City for such Capital Project; provided, however, that Government Grants-in-Aid used to fund all or a part of the cost of roadway improvements, as described in the Airport Development Plan, shall not reduce the Airline-Funded Costs of such Capital Projects (except that to the extent that the Airline-Funded Cost of a roadway improvement plus a Government Grant-in-Aid awarded for such roadway improvement exceeds the actual cost of such improvement, the Airline-Funded Costs of other roadway improvements included in the Airport Development Plan shall be reduced by the amount of such excess); and, provided further, that any Government Grants-in- Aid awarded to City prior to the Effective Date may be used by City for purposes other than for Capital Projects described in the Airport Development Plan.

Section 9.10--Additional Costs.

(a) Nothing contained in this Agreement shall be deemed to limit City from constructing any Priority II Capital Project for a cost in excess of the Airline- Funded Cost therefor; provided, however, that to the extent the cost of any Priority II Capital Project exceeds the Airline-Funded Cost therefor, City may not include any Debt Service (or any O & M Expenses to the extent that such Priority II Capital Project has been materially increased or changed in scope) attributable to such excess in the calculation of Airport Fees and Charges without approval of a Majority-in-Interest.

(b) The size and Airline-Funded Cost of the Federal Inspection Service Facility portion of the International Terminal Area, as described in the Airport Development Plan, may be increased by a vote of those Airline Parties who paid sixty percent (60%) or more of total Federal Inspection Service Fees paid by all Airline Parties in the Fiscal Year immediately preceding the Fiscal Year in which the contractual commitment for construction of such Federal Inspection Service Facility is made by City.

Section 9.11--Special Conditions.

Notwithstanding any other provisions of this Agreement, City shall not make or authorize any contractual commitment for the construction of, or commence construction of, any Capital Project described in the Airport Development Plan (other than those projects designated in the Airport Development Plan as being in either Category 1 or Category 2) until such time as:

(a) All necessary governmental approvals have been obtained for the construction of Terminal Building No. 1 (including the associated satellite concourse building); and

(b) There are in effect Airport Use Agreements in which the aggregate number of square feet of premises designated as Additional Footage is not less than 530,000 square feet. For purposes of this Section 9.11(b), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 9.12--Authority To Issue Obligations To Fund Tenant Improvements.

Subject to the provisions of Sections 8.02 and 8.04, and this Section 9.12, and except to the extent that an Airline Party has been reimbursed pursuant to Section 9.13, City may issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to pay, reimburse or refinance (a) the cost of tenant improvements to any Airline Party's Exclusive Use Premises, and (b) all related costs of issuance and associated financing costs, including, but not limited to, the cost of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. Such General Airport Revenue Bonds and Junior Lien Obligations may be issued in an amount sufficient to provide proceeds of not more than $20.00 per square foot of any Phase II (and Phase III, if applicable) Exclusive Use Premises of an Airline Party which were not included in such Airline Party's Phase I (or Phase II, if applicable) Exclusive Use Premises. City may issue such General Airport Revenue Bonds or Junior Lien Obligations and make available the proceeds thereof to any Airline Party, upon the written request of such Airline Party and its written agreement to (i) pay the Debt Service on the General Airport Revenue Bonds or Junior Lien Obligations issued at such Airline Party's request, (ii) use the proceeds of such General Airport Revenue Bonds or Junior Lien Obligations to build, purchase or otherwise acquire such items of personal property or fixtures as are commonly in use at the Airport or at other comparable airports and as not primarily identified with or usable only by such Airline Party, and (iii) assume all maintenance, operation and repair responsibilities for such improvements; provided, however, that City shall not issue General Airport Revenue Bonds or Junior Lien Obligations at the request of any Airline Party which is in default under its Airport Use Agreement or which cannot demonstrate, to the satisfaction of City, its ability to pay the Debt Service attributable to such obligations. Airline's obligation to pay Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued pursuant to this Section 9.12 shall be limited to (1) Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at Airline's request and (2) a *pro rata* share of Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at another Airline Party's request as a result of such Debt Service being included in O & M Expenses upon such other Airline Party's default. Nothing in this Section 9.12 shall be construed as prohibiting any other means of financing tenant improvements for any Airline Party. Any tenant improvements financed pursuant to this Section 9.12 shall become and remain the property of City, may not be removed by Airline from such premises.

Section 9.13--Authority to Issue Obligations To Reimburse Certain Airlines For Relocation Costs.

Subject to the provisions of Sections 8.02 and 8.04, City may determine that the relocation of various "Airline Parties" (as defined in the 1959 Airport Use Agreement, which, on the Effective Date, have 1959 Terminal Lease Agreements in effect) from one location to another is necessary to facilitate the Airport Development Plan and may, upon such determination, issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to provide proceeds not in excess of an aggregate amount of $2,500,000, as adjusted pursuant to this Section 9.13, to pay the cost of relocating such "Airline Parties" and to pay the cost of preparing substitute space and facilities therefor ((a) excluding payment for unamortized improvements in vacated premises, payment for new aircraft loading bridges and devices and other movable equipment, fixtures and personalty, and (b) including payment for items such as new floor covering, wall covering and

decorating consistent with such persons's tenant finish standards at the Airport, new signs, the cost of relocating aircraft loading bridges and devices, wall partitions and other movable equipment, trade fixtures and personalty, the cost of the movement of communications equipment and the cost of the modification of fueling facilities); provided, however, that no such reimbursement shall be made to any such "Airline Party" who is acquiring any material increase in linear footage of concourse perimeter adjacent to exclusive aircraft parking area at the time of such relocation; and provided, further, that no such reimbursement shall be made to any such "Airline Party" whose only relocation involves the relocation of holdrooms and, if appropriate, baggage handling facilities within the same concourse. The amount of $2,500,000 set forth in this Section 9.13 shall be adjusted by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places in the cost index described in Section 9.08(a) (i) from mid-year 1982 to the mid- point of the periods in which the costs described herein are actually incurred.

Section 9.14--Special Facility Improvements.

In the event that an Airline Party elects to fund any Capital Project in the Airport Development Plan through the issuance of Special Facility Revenue Bonds for which such Airline Party has the unconditional obligation to make Debt Service payments, City shall enter into with such Airline Party a Special Facility Financing Arrangement having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (a) City's obligation to issue such bonds, and such Airline Party's right to approve such bonds, (b) the design and construction supervision by such Airline Party, including "fast-track" construction procedures, (c) the reimbursement to such Airline Party for cost of "Common Improvements", as defined therein, (d) the refinancing of cost of Public Use Premises and Aircraft Parking Areas, and (e) credits to such Airline Party pursuant to Section 5.03(b) and Section 5.06(c) of this Agreement.

Section 9.15--Construction Of Fueling System.

The construction of the Fueling System shall be governed by the terms of the Fueling System Lease and the provisions of this Article IX shall not apply thereto.

Article X.

Airport Development Fund.

Section 10.01--Introduction.

The provisions of this Article X govern the calculation of the Airport Development Fund payment requirement, and the uses and investment of moneys in the Airport Development Fund.

Section 10.02--Airport Development Fund Payment Requirements.

Beginning with the first Fiscal Year following the earlier to occur of (a) the Date of Beneficial Occupancy with respect to any Exclusive Use Premises in Terminal Building

No. 1 and (b) December 31, 1989, and continuing for each Fiscal Year thereafter, there shall be included in the calculation of Airport Fees and Charges an amount equal to twenty percent (20%) of the amount by which Concession Revenues, as reflected in the Final Audit for such Fiscal Year, exceed Concession Revenues for the last full calendar year preceding the Effective Date (the "Airport Development Fund payment requirement"), which payment requirement shall be adjusted in accordance with Section 10.03.

Section 10.03--Airport Development Fund Payment Requirement Adjustments.

(a) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Fund or transferred to the Trustee for deposit into the Revenue Fund for such Fiscal Year from Net Revenues of the Land Support Area pursuant to Section 13.03.

(b) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Development Fund from the Emergency Reserve Fund pursuant to subsection (a) of Section 11.03.

(c) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount by which (i) any passenger facility charge or similar tax at the Airport collected by City during such Fiscal Year (net of the amount, if any, of expenses incurred by City in the imposition and collection of such a charge or tax), exceeds (ii) the amount, if any, of Federal government funding eliminated and replaced by such passenger facility charge or similar tax for such Fiscal Year, as measured by Government Grants-in-Aid under the Airport and Airway Development Act of 1970, as amended, supplemented, or superseded, from time to time, for the Airport in the Fiscal Year immediately preceding the Fiscal Year in which such passenger facility charge or similar tax is first imposed.

Section 10.04--Payments Out Of Airport Development Fund.

(a) City may make payments out of the Airport Development Fund for one or more of the following uses at or related to (i) the Airport, (ii) Chicago Midway Airport and Merrill C. Meigs Field, if owned or operated by City as of the Effective Date, or (iii) any airport other than those described above owned or operated by City and approved by a Majority-in-Interest: (1) construction, improvement or repair of runways, taxiways or facilities incidental thereto; (2) installation and maintenance of navigational aids; (3) purchase of land for clear zones and runway and taxiway expansion; (4) aircraft parking areas used in common and not directly adjacent to any exclusive use facilities; (5) roadways, automobile parking lots and garages, and ground transportation systems; (6) heating and refrigeration facilities and other facilities related to utilities (except any such facilities which exclusively serve exclusive use facilities); and (7) improvements to any portion of any structure, which portion is not exclusively used by any person.

(b) Notwithstanding the foregoing, (i) with respect to any airport other than the Airport, payments may not be made out of the Airport Development Fund for improvements to passenger terminals or roadways, automobile parking lots and garages, or aircraft parking

areas which directly serve passenger terminals, and (ii) with respect to the Airport and any other airport, payments may not be made out of the Airport Development Fund for any improvements which directly and exclusively benefit any person or persons in the Air Transportation Business.

(c) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01 (a) (ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, and if amounts in the Emergency Reserve Fund available pursuant to Section 11.03 (b) to pay such fees, charges and rentals have been exhausted, City shall make payments out of "Unobligated Funds", as below defined, in the Airport Development Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges. "Unobligated Funds" means all funds in the Airport Development Fund in excess of the aggregate cost of all improvements to be funded from the Airport Development Fund pursuant to notice given in accordance with Section 8.03 or Majority-in-Interest approval granted in accordance with the procedure set forth in Section 8.06.

Section 10.5--Investment Of Airport Development Fund.

Any balance in the Airport Development Fund shall be invested as deemed prudent by City. Any earnings from such investments shall become part of the Airport Development Fund and any losses shall be borne by such fund.

Article XI.

Emergency Reserve Fund.

Section 11.01--Introduction.

The provisions of this Article XI govern the calculation of the Emergency Reserve Fund payment requirement, and the uses and investment of moneys in the Emergency Reserve Fund.

Section 11.02--Emergency Reserve Fund Payment Requirements.

In each Fiscal Year during the period commencing with the Effective Date and ending on December 31, 1998, there shall be included in the calculation of Airport Fees and Charges an amount (the "Emergency Reserve Fund payment requirement") equal to the sum of the amounts which would have been included in "Airport Expense", as defined in the 1959 Airport Use Agreement, on account of depreciation and interest as set forth in subparagraphs (1) (b) and (c) of Section 15.07 of the 1959 Airport Use Agreement and in substantially similar agreements between City and other "Airline Parties," as defined in the 1959 Airport Use Agreement, for such Fiscal Year, had the 1959 Airport Use Agreement (and such substantially similar agreements) remained in effect.

Section 11.03--Payments Out Of Emergency Reserve Fund.

(a) Whenever the amount in the Emergency Reserve Fund exceeds $7,500,000, City shall make a payment out of the Emergency Reserve Fund in an amount equal to such excess into the Airport Development Fund.

(b) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01 (a) (ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, City shall make payments out of the Emergency Reserve fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges.

(c) In the event of any awards, judgments or settlements resulting from any of the events described in 19.01 (a) (i), City shall make payments out of the Emergency Reserve Fund in respect of such awards, judgments or settlements (but only to the extent there are no proceeds of insurance available therefor) before including any amounts attributable thereto as O&M Expenses in the calculation of Airport Fees and Charges.

Section 11.04--Investment Of Emergency Reserve Fund.

Any balance in the Emergency Reserve Fund shall be invested as deemed prudent by City. Subject to subsection (a) of Section 11.03, any earnings from such investments shall become part of the Emergency Reserve Fund and any losses shall be borne by such fund.

Article XII.

Terminal Support Area.

Section 12.01--Calculation Of Net Revenues Or Net Deficit Of Terminal Support Area.

The Net Revenues, or in the case of a negative number, the Net Deficit, of the Terminal Support Area shall equal:

(a) Non-Use Agreement Revenues of the Terminal Support Area identified in accordance with Section 6.02 and Section 13.03; minus

(b) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Support Area in accordance with Section 6.01; minus

(c) O&M Expenses of the Terminal Support Area identified in accordance with Section 6.02.

Article XIII.

Land Support Area.

Section 13.01--Land Support Area Income And Expenses; Use And Development.

(a) Except as provided in Sections 13.03 and 13.04, the calculation of Airport Fees and Charges shall not include any costs, expenses or revenues of the Land Support Area.

(b) The Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockheed Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, and leases between City and Airline (or any subsidiary or affiliate of Airline) described in Exhibit M attached hereto of facilities in the Land Support Area shall, if in effect on the Effective Date, be renewed for a term equal to the term of this Agreement (except as otherwise provided in subsection (c) of this Section 13.01) on the same terms and conditions as are in effect on the Effective Date.

(c) Any lease described in Exhibit M for a cargo facility to be replaced as part of the Airport Development Plan shall terminate pursuant to a reasonable schedule established by City as part of its implementation of the Airport Development Plan. At least one year prior to such termination, (i) City shall pay to Airline "Replacement Cost", as below defined, for Airline's leasehold interest in any such cargo facility, and (ii) City shall make available to Airline a site in the Land Support Area for a new cargo facility at least equal in size to the area being surrendered that is used by Airline for (1) the cargo building, (2) employee parking, (3) truck maneuvering areas, and (4) parking adjacent to the building for cargo handling equipment (the "Replacement Site"), excluding, however, all areas used for aircraft parking. City shall submit to Airline a new cargo facility ground lease for the Replacement Site (1) having a term beginning with the earlier of (A) the completion of Airline's replacement facilities (as certified by the Independent Architect or Engineer) and (B) one year following the date that the Replacement Site is made available to Airline, (2) having a ground rental at a rate equal to the rate provided for under the lease surrendered by Airline, (3) containing to the extent possible the same terms and conditions included in the surrendered lease, and (4) granting rights to exclusive and non-exclusive aircraft parking apron at least equal in size to any exclusive and non-exclusive aircraft parking apron available to Airline for the facility to be replaced. For the purpose of this subsection (c), "Replacement Cost" for such leasehold interest shall mean Airline's *pro rata* share of the total Airline-Funded Costs of Capital Projects TA-8(a) and IT-5(a). Airline's *pro rata* share shall be a fraction, the numerator of which shall be the number of square feet of leased building premises in the facility to be replaced, and the denominator of which shall be the total number of square feet of leased building premises in all facilities described in the description of Capital Projects TA-8 and IT-5 as facilities to be replaced.

(d) City shall not remove or permit to be removed any concession located in another Cost-Revenue Center in order to relocate such concession in the Land Support Area. City shall not induce any prospective concession operator to locate in the Land Support Area rather than in another Cost-Revenue Center. In no event shall any car or vehicle rental concession be located in the Land Support Area. City shall not charge rates for any public parking facility operated in the Land Support Area below the lowest rates charged for public parking facilities in the Terminal Support Area. Nothing contained in this Article XIII shall be construed to relieve City of its obligation to maximize Concession Revenues pursuant to Section 16.01(c).

(e) Subject to subsection (d) of Section 13.01 and Section 13.04, City may use and develop the Land Support Area (including the air rights designated on Exhibit G attached hereto) in any manner whatsoever; provided, however, that (i) no such use or development shall materially adversely affect the operation or development of the Airport or the rights or obligations of Airline hereunder, and (ii) those portions of the Land Support Area designated on Exhibit G attached hereto as Aviation Related Land Use Areas shall be used or developed only for purposes related to the functions of the Airport.

Section 13.02--Net Revenues Of The Land Support Area.

The Net Revenues of the Land Support Area for any Fiscal Year shall equal, in the case of a positive number:

(a) All amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use of, with respect to, or from the operation of, the Land Support Area: minus

(b) Principal payments, interest payments, fund deposits and all other associated financing costs, for such Fiscal Year, of the Land Support Area: minus

(c) O&M Expenses, for such Fiscal Year, of the Land Support Area identified in accordance with Section 6.02.

City shall separately account for the Net Revenues of that portion of the Land Support Area as described in Section 13.04.

Section 13.03--Deposit Into Airport Development Fund; Credit To Terminal Support Area.

With regard to that portion of the Land Support Area other than the portion described in Section 13.04, City shall, for each Fiscal Year, deposit into the Airport Fund, or, when the pledge of Revenues under the General Airport Revenue Bond Ordinance is in effect, transfer to the Trustee for deposit into the Revenue Fund, in either case for subsequent deposit into the Airport Development Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, of such portion of the Land Support Area for such Fiscal Year, determined in accordance with Section 13.02; provided, however, that, to the extent that such fifty percent (50%) of the Net Revenues of such portion of the Land Support Area exceeds twice the Airport Development Fund payment requirement established pursuant to Section 10.02, one-half (1/2) of such excess shall be paid out of the Airport Fund or Revenue Fund, as the case may be, into the Airport Development Fund and one-half (1/2) of such excess shall be Non-Use Agreement Revenues of the Terminal Support Area.

Section 13.04--Central Parking Area.

(a) The air rights over the area designated in Exhibit G as "Central Parking Area" shall be part of the Land Support Area but City shall not develop such air rights unless it first (i) submits to the Airline Parties a description of the development plan for such area including an analysis of costs and a construction schedule in sufficient detail to enable the Airline

Parties to make an informed judgment thereon and (ii) receives approval of a Majority-in-Interest for such development plan; provided, however, that Majority-in-Interest approval may be withheld only if such development (1) will materially adversely affect the availability of automobile and other vehicle parking for uses of the Terminal Area, (2) will materially adversely affect the operation of the Ground Transportation System, (3) will materially adversely affect the safety or operation of the Airport, (4) will violate any Federal or state law, rule or regulation relating to the operation of the Airport, or (5) will increase the Airport Fees and Charges.

(b) City shall, for each Fiscal Year, deposit into the Airport Fund or, if the pledge of Revenues under the General Airport Revenue Bond Ordinance is then in effect, transfer to the Trustee for deposit into the Revenue Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, as described in Section 13.02, for such Fiscal Year, from the development of the air rights over the Central Parking Area. Such amount, if any, shall be Non-Use Agreement Revenues of the Terminal Area.

Article XIV.

International Terminal Area.

Section 14.01--Fees And Charges.

City shall use its best efforts to induce each person engaged in the Air Transportation Business which leases premises in the International Terminal Area to execute an airport use agreement which (a) has a term of not less than ten (10) years, and (b) requires the payment of such rentals and charges as, when aggregated together with other Non-Use Agreement Revenues of the International Terminal Area (including Federal Inspection Service Fees) and Terminal Support Area Net Revenues, if any, allocated to the International Terminal Area, will be sufficient to pay for Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area, O&M Expenses of the International Terminal Area, and Terminal Support Area Net Deficit, if any, allocated to the International Terminal Area. In any event, City shall impose rentals, charges and Federal Inspection Services Fees on any person engaged in the Air Transportation Business leasing premises in, or using the Federal Inspection Service Facility portion of, the International Terminal Area, sufficient to cover such person's *pro rata* share of the foregoing costs and expenses based upon such person's use of the International Terminal Area.

Section 14.02--Calculation Of Net Revenues Or Net Deficit Of International Terminal Area.

The New Revenues, or in the case of a negative number, the Net Deficit, of the International Terminal Area shall equal:

(a) Non-Use Agreement Revenues of the International Terminal Area identified in accordance with Section 6.02, including rentals, charges and Federal Inspection Service Fees paid to City by users of the International Terminal Area (except late payments collected and applied in accordance with Section 16.03(b));

plus

(b) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area;

plus

(c) Any amount paid, as a result of a default by a user of the International Terminal Area, out of the Airport Development Fund in accordance with Section 10.04(c) or out of the Emergency Reserve Fund in accordance with Section 11.03(b);

minus

(d) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area in accordance with Section 6.01;

minus

(e) O&M Expenses of the International Terminal Area identified in accordance with Section 6.02;

minus

(f) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area.

Article XV.

Responsibilities Of Airline.

Section 15.01--Maintenance, Replacement And Repair.

(a) Airline shall, in accordance with Exhibit N attached hereto, be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises, and shall clean and keep clear of debris Airline's Aircraft Parking Areas. Airline's responsibility for maintenance, replacement and repair of the Fueling System shall be governed by the terms of the Fueling System Lease. Airline shall, at all times:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and

painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (excluding snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active Taxiway or Runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

Section 15.02--Modifications To Exclusive Use Premises.

(a) Airline may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Airline shall first submit to the Commissioner for his prior written approval a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner. The approval of the construction application and plans and specifications shall not be unreasonably withheld.

(b) Airline shall, and shall include in all construction contracts a provision requiring the contractor to, indemnify, hold harmless and defend City, its officers, agents and employees against losses (except to the extent such losses are caused by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Airline shall provide, or shall require the contractor to provide, liability insurance covering the foregoing. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Airline or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any time.

(d) Airline shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Airline.

Section 15.03--Taxes, Licenses And Permits.

Airline shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 15.04--Installation Of Machinery And Equipment.

Airline may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. Subject to the provisions of Section 9.12, all such machinery, equipment and other personal property shall remain the sole property of Airline and may be removed by Airline at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Airline at its own expense.

City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

Section 15.05--Liens Prohibited.

Airline shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 15.06--Performance By City Upon Failure Of Airline.

If Airline fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article XV, City may perform such obligation of Airline, and charge Airline for the cost to City of such performance; provided, however, that if Airline's failure to perform any such obligation endangers the safety of operations at the Airport and City so states in its notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge Airline for its costs of such performance.

Section 15.07--Airline Books And Records.

Airline shall maintain at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any Landing Fees, Terminal Area Use Charges and Federal Inspection Fees, if any, payable by it, or if such books, records and accounts are not maintained at such office, it shall promptly furnish the Commissioner and the City Comptroller of City with all information reasonably requested by them with

respect to such books, records and accounts. The Commissioner and the City Comptroller of City, and such persons as may be designated by them, shall have the right, at all reasonable times, to examine, make copies of, and take extracts from such books, records and accounts.

Section 15.08--Airline To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

Airline shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets, and shall not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it, unless the surviving, resulting or transferee corporation, as the case may be, (a) expressly assumes in writing all of the obligations of Airline hereunder, (b) is qualified to do business in the State of Illinois, and (c) if such corporation is not organized and existing under the laws of the United States of America or any State or Territory thereof or the District of Columbia, delivers to City an irrevocable consent to service of process in, and to the jurisdiction of the courts of, the State of Illinois with respect to any action or suit, at law or in equity, brought by City to enforce this Agreement.

Section 15.09--Qualification In The State Of Illinois.

Airline warrants that it is, and throughout the term of this Agreement it (or the surviving, resulting or transferee corporation permitted by Section 15.08) will continue to be, duly qualified to do business in the State of Illinois.

Article XVI.

Obligations Of City.

Section 16.01--Operation And Maintenance Of Airport.

(a) City shall, in accordance with Exhibit N attached hereto, operate, maintain and keep in good repair, and expend such amounts for O&M Expenses as shall be reasonable and necessary therefor, all of the areas and facilities of the Airport, except as specifically excepted by Section 15.01. City's obligation with respect to the operation and maintenance of the Fueling System shall be governed by the terms of the Fueling System Lease.

(b) City shall operate and maintain the Airport, and any other airport for which City makes payments out of funds in the Airport Development Fund, in a reasonably prudent manner and in accordance with the rules, regulations and orders of any Federal or State agency having jurisdiction with respect thereto.

(c) City shall operate the Airport and lease space to concessionaires in a manner so as to produce, subject to the provisions of this Agreement, Concession Revenues of a nature and amount which would be produced by a reasonably prudent airport operator and to maximize such Concession Revenues to the extent reasonably practicable. At least forty-five (45) days before any concession agreement is entered into between City and any concessionaire with respect to the use of any space or facilities at the Airport (excluding the Land Support Area), City shall furnish Airline with a copy of such proposed agreement,

along with a general description of the expected impact, if any, on Airline's use of its Exclusive Use Premises. The Commissioner shall give due consideration to any comments submitted in a timely manner by Airline on such proposed agreement, and shall, if requested by Airline, meet with Airline to discuss the expected impact, if any, on Airline's use of its Exclusive Use Premises.

(d) City shall impose a landing fee on each Fee Landing, which landing fee shall be calculated on the basis of a landing fee rate not less than the Landing Fee Rate then in effect.

(e) City shall supply adequate lighting for the Airport, including adequate landing lights, floodlights, beacons and other field lighting.

(f) City shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type designed to use facilities similar to those at the Airport. In such regard, City shall employ or cause to be employed construction, reconstruction and repair techniques (including supervision and construction management) which will minimize Airport operational delays or disruption reasonably expected to result from such construction, reconstruction or repair. Except as otherwise provided in Section 15.01, City shall take all actions necessary to keep the Terminal Area, the Airfield Area, and the Terminal Support Area clear of snow, ice, debris, vegetation and other foreign matter.

(g) City shall maintain "as built" drawings of all improvements hereafter constructed at the Airport, which drawings shall be available to Airline for inspection at any reasonable time.

(h) City shall pay all taxes or special assessments which may be levied or assessed upon the premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

(i) City shall maintain order at the Airport.

Section 16.02--Performance By Airline Upon Failure Of City.

If City fails to perform, for a period of thirty (30) days after written notice from Airline, any obligation required by Section 16.01(a), Airline may, but is not required to, perform, by itself or jointly with any other Airline Parties, such obligation of City, and charge City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airline so states in its notice to City, Airline may perform, by itself or jointly with any other Airline Parties, such obligation of City at any time after the giving of such notice and charge City for its costs of such performance; and, provided further, that in either event, Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport. City shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or negligence in maintaining and operating the Airport.

Section 16.03--Pursuit Of Remedies Against Defaulting Airline Parties And International Terminal Area Users.

(a) A default by any Airline Party in the payment of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees, or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), or a default in the payment of rental, charges or Federal Inspection Service Fees imposed on any person engaged in the Air Transportation Business for the use of the International Terminal Area, may, if not cured, result in a greater amount of Terminal Area Use Charges, Landing Fees and Fueling System Fees payable by Airline than would otherwise have been required. Accordingly, City shall diligently pursue all appropriate remedies against any such defaulting Airline Party or International Terminal Area user on behalf of and for the benefit of the non-defaulting Airline Parties, including Airline, and shall give due consideration to any comments submitted to City by Airline with respect to the pursuit of such remedies.

(b) Any fees, charges or rentals collected by City from a defaulting Airline Party or International Terminal Area user shall be paid in the following manner:

(i) first, *pro rata*, to each non-defaulting Airline Party to the extent such Airline Party paid such fees, charges or rentals;

(ii) next, to the Airport Development Fund to the extent amounts from such fund were used to pay such fees, charges or rentals;

(iii) then, the remainder, if any, to the Emergency Reserve Fund to the extent amounts from such fund were used to pay such fees, charges or rentals.

(c) At the election of Airline Parties who have paid more than fifty percent (50%) of the amount owed by any defaulting Airline Party or International Terminal Area user hereunder, such Airline Parties shall become subrogated to City's rights against such person, and may assume the prosecution of, and responsibility for pursuing, City's remedies against such defaulting person. In the event of such election, City shall fully cooperate with the Airline Parties assuming the prosecution of such remedies, and any amount recovered shall be distributed as provided in subsection (b) above.

Article XVII.

Rules And Regulations; Compliance With Laws.

Section 17.01--Rules And Regulations.

(a) Airline shall comply, and shall use its best efforts to cause its passengers, guests, invitees, and independent contractors to comply, with all Rules and Regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner, which are neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations or orders of any Federal or State agency having jurisdiction with respect thereto.

(b) Nothing herein shall be construed to prevent Airline from contesting in good faith any Rule or Regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by Airline. Airline shall be excused from complying with any Rule or Regulation of the Airport during any such contest unless the Commissioner reasonably determines that failure to comply with such Rule or Regulation constitutes a health or safety hazard to users of the Airport.

(c) City shall supply Airline with five (5) sets of City's current Rules and Regulations. Except in cases of emergency, no Rule or Regulation shall be applicable to Airline until Airline has been given fifteen (15) days notice of the adoption thereof.

Section 17.02--Compliance With Laws.

City and Airline shall comply with all applicable Federal, state and local laws, codes, regulations, ordinances, rules and orders: provided, however, that City or Airline may without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by City or Airline, as the case may be.

Article XVIII.

Exercise By City Of Governmental Functions.

Section 18.01--Governmental Functions.

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

(b) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with the conduct of its Air Transportation Business.

Section 18.02--No Authority To Conduct Ground Transportation Business.

Except as provided in Section 3.04(b) nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport. City shall have the right to grant such franchise, license, permit or consent to any person other than a person in the Air Transportation Business.

Article XIX.

Indemnity, Insurance And Condemnation.

Section 19.01--Indemnity.

(a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor; provided, however, that if and to the extent City fails to maintain the insurance required hereunder, then Airline shall not be obligated under this Section 19.01(a) to pay City to the extent of insurance proceeds which City would have received if it had maintained such insurance:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport (other than the Land Support Area) for the landing and taking-off of aircraft, provided that any liabilities of Airline and all other Airline Parties under this Section 19.01(a)(i) shall be treated as O&M Expenses and shall be allocated to the Airfield Area, and Airline shall have no responsibility for any such liabilities beyond its responsibility to pay rentals, charges and fees pursuant to Article V;

(ii) Airline's use or occupancy of the Airport (other than any use or occupancy covered by subsection (a)(i) of this Section 19.01) or non- use (if such non-use is contrary to Airline's Obligations hereunder) of any premises demised to Airline hereunder;

(iii) The condition of Airline's Exclusive Use Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline (except as provided in the next sentence) shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements of judgments. In the event any of the suits or actions covered by subsection (a)(i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all Airline Parties and conducted as directed by a Majority-in-Interest, and (ii) all expenses, including attorneys' fees, settlements and judgments shall be paid by City and included in O&M Expenses and shall be allocated to the Airfield Area.

City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 19.02--Insurance Maintained By Airline.

Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

Section 19.03--Insurance Maintained By City.

City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and contingencies and in amounts not less than is reasonably prudent. Such policies of insurance shall name City and the Trustee, if any, as co-assureds as their interests may appear. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by City. In the event that such determination of full insurable replacement value indicates that any premises in the Airport (other than the Land Support Area) are underinsured, City shall forthwith secure the necessary additional insurance coverage.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury $100,000,000 for each occurrence and $100,000,000 annual aggregate; and for property damage, $100,000,000 for each occurrence and $100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) of this Section 19.03 for property damage, but any such policy may have a deductable amount not exceeding $10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by City under this Section 19.03 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer.

(e) If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less that the amounts described in this Section 19.03, then the provisions of this Section 19.03 shall be subject to the applicable provisions of such other agreement.

(f) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional in scope or amount of coverage, to those policies described in this Article XIX.

(g) City shall furnish to Airline's Representative copies of any notices received by City or the Trustee covering any of matters contained in this Article XIX.

Section 19.04--Use Of Insurance Proceeds.

(a) If Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, or any portion thereof, are damaged or destroyed by fire or other casualty, City, after consultation with Airline, shall to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing Airport building standards) as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by City and Airline. If no obligations issued pursuant to Article VIII are then outstanding, and if Airline's Exclusive Use Premises or any portion thereof, are rendered untenantable by reason of such damage or destruction, then, unless City provides Airline with alternative Exclusive Use Premises substantially equivalent to those rendered untenantable, Airline shall be entitled to a *pro rata* abatement of its Terminal Area Rentals and Terminal Area Use Charges until Airline's Exclusive Use Premises are restored pursuant to this Section 19.04(a).

(b) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Areas and Land Support Area are damaged or destroyed by fire or other casualty, City, after consultation with Airline's Representative, shall to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the event causing such damage or destruction, (ii) or such other condition, character and value as may be agreed upon by City and a Majority-in-Interest.

(c) If the net proceeds of insurance received on account of damage to or destruction of any premises are in excess of the amount necessary to repair, reconstruct and restore such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(d) City may issue, pursuant to Sections 8.02 and 8.04, obligations to fund, or reimburse Delta Air Lines, Inc., or another Airline Party for, any "Insurance Deficiency" as defined in, and pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, or pursuant to any identical or substantially similar provision in any other special facility agreement entered into by City and any Airline Party pursuant to Section 9.14.

Section 19.05--Condemnation.

(a) City and Airline shall cooperate in the handling of any prospective or pending condemnation proceedings with respect to Airline's Exclusive Use Premises or Airline's Aircraft Parking Area.

(b) Any condemnation or taking of such a substantial part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area that results in such premises being unsuitable, or the use thereof being economically unfeasible, is herein referred to as a "Total Taking". In the event of a taking of any Airline's Exclusive Use Premises or Aircraft Parking Area other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect and, if the net proceeds of any award received by City on account of such Partial Taking are sufficient for the purpose, City, after consultation with Airline, shall forthwith (subject to unavoidable delays) apply such net proceeds to the restoration or replacement of the premises so taken as nearly as possible to (i) such condition, character and utility value (based upon the plans and specifications, subject to then-existing Airport building standards) as existed prior to such Partial Taking, or (ii) to such other condition, character and value as may be agreed upon by City and such Airline Party.

(c) In the event of a Partial Taking with respect to any Airline Party or Airline Parties, if the net proceeds of any award received by City on account of such Partial Taking are insufficient to restore or replace the premises so taken, as provided above, so long as City has the right and power to issue General Airport Revenue Bonds or Junior Lien Obligations, City shall nevertheless restore or replace (subject to unavoidable delays) the premises subject to such Partial Taking, and may issue General Airport Revenue Bonds or Junior Lien Obligations and pay the cost of the deficiency (the "Condemnation Award Deficiency") from the proceeds of such issuance. The Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued to fund the amount of a Condemnation Award shall be allocated in accordance with Section 6.01 and shall be included in the computation of Airport Fees and Charges.

(d) In the event that prior to the Effective Date, any Airline Party had funded a Condemnation Award Deficiency and under the terms of any agreement then in effect between City and such Airline Party such funding is to be treated as a loan by such Airline Party to City, then as soon as reasonably practicable after the Effective Date, so long as City shall have the power and right to issue General Airport Revenue Bonds or Junior Lien Obligations, City shall issue General Airport Revenue Bonds or Junior Lien Obligations in

an amount sufficient (i) to reimburse such Airline Party for the amount of any such Condemnation Award Deficiency so funded, and (ii) to pay such Airline Party the amount of any interest expense actually incurred by it, and not previously paid to such Airline Party by City, with respect to such Condemnation Award Deficiency. The Debt Service on such General Airport Revenue Bonds or Junior Lien Obligations shall be allocated in accordance with Section 6.01 and included in the computation of Airport Fees and Charges.

(e) If for any reason the net proceeds of an award received by City on account of the condemnation or taking of any premises are in excess of the amount necessary to restore or replace such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(f) In the event of a Total Taking of any Airline Party's Exclusive Use Premises or Aircraft Parking Area, the following shall apply:

(i) Such Airline Party shall receive such portion of the net proceeds received by City on account of such taking as is attributable to such Airline Party's non-removable tenant finishes and equipment; and

(ii) At the election of such Airline Party, such Airline Party may:

(1) terminate this Agreement, in which event the remaining net proceeds received by City on account of such taking shall be used first to redeem General Airport Revenue Bonds or Junior Lien Obligations, if any, and then shall be paid to City; or

(2) require City to construct new Exclusive Use Premises or Aircraft Parking Area for such Airline Party at a mutually agreeable location on the Airport, in which event the net proceeds received by City on account of such taking shall be applied to the construction of such new facilities and any deficiency or excess shall be handled in the same manner as a deficiency or excess with respect to a Partial Taking.

Article XX.

Books And Records Of City.

Section 20.01--City Books And Records.

City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement or of the General Airport Revenue Bond Ordinance. Such books, records and accounts shall contain all items affecting the computation of Airport Fees and Charges, recorded in accordance with generally accepted accounting principles. Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

Article XXI.

Quiet Enjoyment.

Section 21.01--Covenant Of Quiet Enjoyment.

Upon the payment by Airline of all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees properly charged to Airline and the performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy the premises, appurtenances, facilities, licenses and privileges granted herein.

Article XXII.

Sublease And Assignment.

Section 22.01--Sublease And Assignment Of Exclusive Use Premises.

(a) Airline may sublet or assign its Exclusive Use Premises, in whole or in part, to another person in the Air Transportation Business, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of the Terminal Area Rentals and Terminal Area Use Charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and

(ii) Any sublease or assignment of less than all of Airline's Exclusive Use Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld; and any sublease or assignment of all of Airline's Exclusive Use Premises (other than an assignment made to a surviving, resulting or transferee corporation which meets all of the criteria set forth in Section 15.08) shall be subject to the prior approval of the City Council of City.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 22.01.

Section 22.02--Assignment By City.

City may assign, in accordance with the General Airport Revenue Bond Ordinance, if applicable, and with the terms of this Agreement, certain of its interests in and pledge certain revenues and receipts under this Agreement as security for payment of the principal of, premium, if any, and interest on obligations issued pursuant to Section 8.02.

Article XXIII.

Transition.

Section 23.01--Transfer Of Funds.

On the Effective Date, City shall transfer any cash balances, including any accrued interest thereon, derived from the operation by City of the Airport (other than funds in the "Emergency Reserve Account" as defined in and created under the 1959 Airport Use Agreement), and on hand as of the Effective Date, into the Airport Fund; provided, however, that any such funds on hand which, prior to the Effective Date, have been approved by a "Majority-in-Interest" (as defined in the 1959 Airport Use Agreement) for use for Capital Projects shall be transferred into the Special Capital Projects Fund.

Section 23.02--Fiscal Year Preceding Effective Date.

City shall treat the period from the date of the end of the last full Airport fiscal year under the 1959 Airport Use Agreement to the Effective Date as a full Fiscal Year of the Airport, and shall prepare an audit and accounting of fees and charges for such period. Any amounts owed to or by Airline for such period shall be treated as charges or credits, as the case may be, with respect to Airline's Terminal Area Use Charges hereunder.

Section 23.03--Fiscal Year Beginning With Effective Date.

City shall treat the period from the Effective Date to the last day of the Fiscal Year in which the Effective Date falls as a full Fiscal Year.

Article XXIV.

Termination By City.

Section 24.01--Events Of Default Defined.

Each of the following shall be an "Event of Default" under this Agreement:

(a) The failure by Airline to pay any Landing Fees, Terminal Area Rentals, Terminal Area Use Charges or Fueling System Fees required to be paid hereunder at the times specified herein;

(b) The dissolution or liquidation of Airline, provided, however, that the term "dissolution or liquidation of Airline," as used in this subsection, shall not be construed to include the cessation of the corporate existence of Airline resulting either from a merger or consolidation of Airline into or with another corporation or a dissolution or liquidation of Airline following a transfer of all or substantially all of its assets as an entirety, if the conditions permitting such actions contained in Section 15.08 are met;

(c) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Airline of its Air Transportation Business at the Airport for reasons other than strike or *force majeure;* or

(g) The failure by Airline to observe and perform any covenant, condition or agreement in this Agreement on the part of Airline to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

Section 24.02--Remedies On Default.

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Airline, may, subject to the provisions of any other Agreement then in effect between Airline and City take any one or more of the following remedial steps:

(a) City may terminate this Agreement and exclude Airline from possession of its Exclusive Use Premises;

(b) City may, without terminating this Agreement, exclude Airline from possession of its Exclusive Use Premises, and use reasonable efforts to lease the Exclusive Use Premises to another for the account of Airline, holding Airline liable for all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees and other payments due up to the effective date of such leasing and for the excess, if any, of the Terminal Area Rentals and Terminal Area Use Charges and other amounts payable by Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees and any other amounts payable by Airline hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Agreement.

Section 24.03--No Remedy Exclusive.

No remedy conferred upon or reserved to City in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 24.04--Agreement To Pay Attorneys' Fees And Expenses.

In the event Airline defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Landing Fees, Terminal Area Rentals, Terminal Area Use Charges or Fueling System Fees or the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

Article XXV.

Termination By Airline.

Section 25.01--Termination By Airline.

At any time when no obligations issued pursuant to Article VIII are outstanding, and if Airline is not then in default in the payment of any amount due from it to City hereunder, Airline may terminate this Agreement by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in the conduct of its Air Transportation Business, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any Federal or State agency having jurisdiction with respect to the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Airline's use of the Airport in the conduct of its Air Transportation Business; provided, however, that none of the foregoing is due to any fault of Airline;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such

default, within a period of thirty (30) days after receipt from Airline of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; and

(d) The substantial restriction of City's operation of the Airport by action of any Federal or State agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

Section 25.02--Certain Other Agreements Terminated Upon Termination Of This Agreement.

Upon the termination of this Agreement, by expiration of its term or otherwise, all agreements and leases entered into between Airline and City identified on Exhibit M shall likewise be terminated, except to the extent that any such agreements have been extended by the City and Airline subsequent to the Effective Date.

Section 25.03--No Remedy Exclusive.

No remedy conferred upon or reserved to Airline in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Airline to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Article XXVI.

Equal Opportunity.

Section 26.01--Equal Opportunity.

Airline agrees that in performing under this Agreement it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

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

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 26.01. Airline further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1970, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198. 7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance, Airline will furnish and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 26.02--Nondiscrimination.

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

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 26.03--Prohibition Against Exclusive Rights.

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

Section 26.04--Nondiscrimination In Furnishing Services.

Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 26.05--Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XXVII.

Miscellaneous.

Section 27.01--Parity Of Treatment.

City shall not hereafter grant to any person engaged in the Air Transportation Business in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such person than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 27.02--Notices.

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, _____,

_____,

_____ or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 27.03--Severability.

In the event any covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Article, Section, condition or

provision shall in no way affect any other covenant, phrase, clause, paragraph, Article, Section, condition or provision herein contained.

Section 27.04--No Additional Waiver Implied By One Waiver.

In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 27.05--Termination Of Certain Other Agreements On Effective Date; Amendments.

This Agreement shall supersede the 1983 Use Agreement, the 1959 Airport Use Agreement, the 1959 Terminal Lease Agreement, and any other agreement, written or oral, between City and Airline relating to the Airport, other than the Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockhead Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, and those agreements set forth in Exhibit M hereto; provided, however, that any rights and obligations with regard to rentals, charges or fees paid or payable under the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement accrued as of the Effective Date shall remain in effect. Except as otherwise expressly provided, this Agreement may be amended only in writing signed by City and Airline.

Section 27.06--Distribution Of Funds Upon Termination.

All amounts remaining in the Emergency Reserve Fund and the Airport Development Fund at the termination of this Agreement and all other Airport Use Agreements shall be transferred by City into its corporate fund. All amounts remaining in any other funds created under this Agreement shall be used by City for the purposes for which such funds were created so long as the Airport is used by any Airline Party for the operation of an Air Transportation Business.

Section 27.07--No Abatement Or Set-Off.

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees or Fueling Systems Fees which it is obligated to pay hereunder. Nothing contained in this Section 27.07 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 27.08--Provisions Relating To Special Facility Agreement.

(a) If Airline is obligated, at any time, to make payments of interest on, premium, if any, and principal of Special Facility Revenue Bonds, then the following shall apply:

(i) If, while any such bonds are outstanding, the agreement creating and governing such obligation of Airline (the "Special Facility Agreement") terminates or is terminated for any reason, whether or not in accordance with its terms, then this Agreement shall likewise terminate; provided, however, that nothing herein shall be deemed to terminate this Agreement if such Special Facility Agreement terminates or is terminated when no such Special Facility Revenue Bonds are outstanding; and provided further, that neither this Agreement nor any such Special Facility Agreement shall be terminated by virtue of the issuance of obligations thereunder for the refunding or refinancing of any such bonds.

(ii) Airline's continued rights to use and occupy its Exclusive Use Premises shall be conditioned upon the performance and observance by Airline of its covenants and agreements in the Special Facility Agreement; provided, however, that such condition shall not be deemed to be violated unless any period established in such Special Facility Agreement for curing any failure to perform or to observe such covenants and agreements has expired without such failure being cured.

(b) In the event that Airline and City are parties to a Special Facility Agreement dated prior to the date of execution of this Agreement, it is the understanding and agreement of City and Airline that City would not have demised and let any Exclusive Use Premises to Airline hereunder if Airline had not heretofore undertaken the duties and obligations required to be performed and observed by the Airline under the terms of such Special Facility Agreement.

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

[Signature forms omitted for printing purposes.]

EXECUTION OF INTERNATIONAL TERMINAL/TERMINAL 4 FACILITIES LEASE WITH WORLD AIRWAYS, INCORPORATED FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of an International Terminal/Terminal 4 Facilities Lease with World Airways Inc., for premises at Chicago International Airport (which was referred on June 24, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. On behalf of the City of Chicago, the Mayor, the Commissioner of Aviation and the City Comptroller are hereby authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to approve as to form and legality, an International Terminal/Terminal 4 Facilities Lease with World Airways for premises at Chicago-O'Hare International Airport, said agreement to be substantially in the form attached.

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

International Terminal/Terminal 4 Facilities Lease attached to the foregoing ordinance reads as follows:

International Terminal/Terminal 4 Facilities Lease.

This Lease, made and entered into as of this _____ day of _____, 19 ____, 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 World Airways, a corporation organized and existing under and by virtue of the laws of Delaware ("Tenant").

Witnesseth:

Whereas, City owns and operates Chicago-O'Hare International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto; and

Whereas, City desires to lease to Tenant and Tenant desires to lease from City certain exclusive use premises (the "Exclusive Use Premises") in the International Terminal/Terminal 4 at the Airport (the "International Terminal");

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

Article I.

Term.

Section 1.01--Term Of Lease.

This Lease shall become effective as of the date of authorizing ordinance by the City Council of the City and shall terminate on March 14, 1988.

Article II.

Grant Of Rights.

Section 2.01--Use Of Exclusive Use Premises.

(a) Tenant shall have the non-exclusive right to use the Exclusive Use Premises in common with those other Tenants who have signed an agreement to share the same premises ("tenants-in-common") for any and all purposes reasonably necessary, convenient or incidental to the conduct by Tenant of its air transportation business.

(b) Nothing in this Lease shall be construed to permit the use of Tenant's Exclusive Use Premises for the conduct of any business other than Tenant's air transportation business. Such limitation includes but is not limited to the ground transportation business, restaurants or merchandising operations.

Section 2.02--Use Of International Terminal.

(a) Tenant shall have the non-exclusive right to use, in common with others, the public areas and airline joint-use areas of the International Terminal and the International Terminal aircraft parking areas pursuant to rules and regulations promulgated from time to time by the City.

(b) Tenant acknowledges that City will impose charges and reporting requirements upon Tenant, in addition to the charges payable hereunder for the Exclusive Use Premises, for the use of the non-exclusive areas of the International Terminal, the International Terminal aircraft parking areas and the Airport generally. Such charges may include,

without limitation fees for use of the International Terminal to enplane and deplane passengers, fees for use of the International Terminal aircraft parking area, fees for the use of the transportation system and landing fees.

Section 2.03--Restrictions.

The foregoing rights and privileges of Tenant are subject to the following specific restrictions:

(a) Tenant shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(b) Tenant shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Tenant to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Tenant shall pay City that part of all premiums paid by City which are charged because of such violation or failure by Tenant.

(c) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Tenant's Exclusive Use Premises for the purpose of inspecting the same, for performing any necessary repairs, and for the doing of any act which City may be obligated or have the right to do under this Lease.

Article III.

Lease Of International Terminal Exclusive Use Premises.

Section 3.01--Exclusive Use Premises.

City hereby leases to Tenant and Tenant hereby hires and takes from City for Tenant's joint-use exclusive use, and agrees to pay prorated rentals calculated with reference to, the Exclusive Use Premises as shown on Exhibit A attached hereto, together with all improvements and fixtures located therein.

Article IV.

International Terminal Rentals And Use Charges.

Section 4.01--Rentals And Use Charges.

(a) At such times and in such manner as provided in Section 4.02, Tenant shall pay its *pro rata* share of rentals to City equal to $5.00 per square foot per annum, payable in 12 monthly installments in advance, for Tenant's share of the Exclusive Use Premises.

(b) At such times and in such manners as provided in Section 4.02, Tenant shall pay its *pro rata* share of use charges to City equal to $23.46 per square foot per annum payable each month, in advance, during the term of this Lease.

(c) Tenant's *pro rata* share of rentals and use charges for the Exclusive Use Premises shall be as determined by mutual agreement of all Tenants approved by the City for the use of said space. All prorated shares must, however, in the aggregate total 100% of the rentals and use fees due to the City for the total Exclusive Use Premises as shown on Exhibit A attached hereto.

Section 4.02--Payment Of Rentals.

Tenant shall pay to City at the Office of the City Comptroller, Room 501, City Hall, Chicago, Illinois 60602, or at such other place as the City Comptroller shall designate on or before the first calendar day of each month all rentals and use charges payable for Tenant's Exclusive Use Premises in accordance with Section 4.01. Any amount which is not paid when due shall bear interest at a rate two percentage points (2%) higher than the then-current corporate base rate announced by the largest commercial bank in Chicago, determined on the basis of total assets.

Article V.

Responsibilities Of Tenant.

Section 5.01--Maintenance, Replacement And Repair.

Tenant shall be responsible for and shall perform or cause to be performed, maintenance and repairs of its Exclusive Use Premises. Tenant shall at all times:

(a) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(b) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Tenant to be of a quality and class not inferior to the original material and workmanship; and

(c) Either directly or through an independent contractor, dispose of its garbage, debris and other waste materials (excluding snow and ice).

Section 5.02--Modifications To Exclusive Use Premises.

(a) Tenant may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Tenant shall first submit to the Commissioner of

the Department of Aviation of City (the "Commissioner"), for his prior written approval, a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Tenant shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner.

(b) Tenant agrees to, and shall include in all construction contracts a provision whereby the contractor agrees to, indemnify, hold harmless and defend City, its officers, agents and employees against losses (except in cases in which such losses are caused solely by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Tenant shall provide, or shall require the contractor to provide liability insurance covering the foregoing in an amount reasonably required by the Commissioner. Tenant shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Tenant or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any reasonable time.

(d) Tenant shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Tenant shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Tenant.

Section 5.03--Taxes, Licenses And Permits.

Tenant, its contractors and agents, shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 5.04--Installation Of Machinery And Equipment.

Tenant may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. All such machinery, equipment and other personal property shall remain the sole property of Tenant and may be removed by Tenant at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Tenant at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Tenant.

Section 5.05--Liens Prohibited.

Tenant shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Tenant.

Section 5.06--Performance By City Upon Failure Of Tenant.

If Tenant fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article V, City may perform such obligation of Tenant, and charge Tenant for the cost to City of such performance; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of operations at the Airport, City may perform such obligation of Tenant at any time without notice and charge Tenant for the cost to City of such performance.

Article VI.

Rules And Regulations; Compliance With Laws.

Section 6.01--Rules And Regulations.

Tenant shall comply, and shall use its best efforts to cause its passengers, guests, invitees, and independent contractors to comply, with all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner.

Section 6.02--Compliance With Laws.

Tenant shall comply with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that Tenant may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Tenant and Tenant notifies City of such contest.

Article VII.

Exercise By City Of Governmental Functions.

Section 7.01--Governmental Functions.

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Tenant to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges of Tenant hereunder.

(b) City shall have no control over the rates, fares or charges that Tenant may prescribe in connection with the conduct of its air transportation business.

Article VIII.

Indemnity And Insurance.

Section 8.01--Indemnity.

(a) Tenant shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, in each case, arising out of the following (except in cases in which such losses are caused solely by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor:

(i) Tenant's use or occupancy of the Airport or non-use (if such non-use is contrary to Tenant's obligations hereunder) of any premises demised to Tenant hereunder;

(ii) The condition of Tenant's Exclusive Use Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iii) The violation by Tenant of any agreement, warranty, covenant or condition of this Lease, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Tenant in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim or action and shall furnish Tenant with a copy of all suit papers and legal process. Tenant shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Tenant in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 8.02--Insurance Maintained By Tenant.

Tenant shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business.

Article IX.

Use Of Exclusive Space By Other Airlines.

Section 9.01--Sharing Of Exclusive Use Premises.

(a) Tenant may, with the written consent of each of the other tenants-in- common and of the Commissioner of Aviation, allow one or more additional airlines in the Air Transportation Business, but no more than three (3) more to share the Exclusive Use Premises, subject however, to each of the following conditions:

(b) No such use by another airline or other airlines shall relieve Tenant from primary liability for any of its obligations hereunder, and Tenant shall continue to remain primarily liable for payment of the rentals and use charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and

(c) Within thirty (30) days following the execution of any sharing agreement or agreements of any kind between Tenant and any airline approved by the Commissioner of Aviation under this Section 9.01 and the other Tenants, Tenant shall furnish the Commissioner of Aviation with a copy for his files.

Article X.

Termination By City.

Section 10.01--Event Of Default Defined.

Each of the following shall be an "Event of Default" under this Lease:

(a) The failure by Tenant to pay any rentals or use charges required to be paid hereunder at the times specified herein or any other obligations of Tenant to City;

(b) The dissolution or liquidation of Tenant;

(c) The admission by Tenant of insolvency or bankruptcy or the inability of Tenant to pay its debts as they mature, or the failure by Tenant to pay its debts as such debts become due, or the making by Tenant of an assignment for the benefit of creditors or the application by Tenant for or the consent to the appointment of a trustee, custodian or receiver for Tenant, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Tenant or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Tenant of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law of any country for the relief of debtors (other than bankruptcy proceedings instituted by Tenant against (Tenant or the consent thereto, by Tenant, third parties), and if instituted against Tenant, the allowance against or the failure by Tenant to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Tenant of its air transportation business at the Airport for reasons other than strike or *force majeure* or as may be provided in Section 11.01; or

(g) The failure by Tenant to observe and perform any covenant, condition or agreement in this Lease on the part of Tenant to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Tenant by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Tenant within the applicable period and diligently pursued until the failure is corrected.

Section 10.02--Remedies on Default.

Whenever an Event of Default has occurred and is continuing, City to the Extent permitted by law and upon written notice to Tenant may, subject to the provisions of any other agreement then in effect between Tenant and City, take any one or more of the following remedial steps:

(a) City may terminate this Lease and exclude Tenant from possession of its Exclusive Use Premises;

(b) City may, without terminating this Lease, exclude Tenant from possession of its Exclusive Use Premises, and use reasonable efforts to lease Tenant's share of the Exclusive Use Premises to another airline for the account of Tenant, or to redistribute the space among the other Tenants-in-common, holding Tenant liable for rental, use charges and other payments due up to the effective date of such leasing and for the excess, if any, of the rentals, use charges and other amounts payable by Tenant under this Lease for the remainder of the term of this Lease over the rentals, use charges and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect rentals, use charges and any other amounts payable by Tenant hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Tenant under this Lease.

Section 10.03--No Remedy Exclusive.

No remedy conferred upon or reserved to City in this Lease shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this

Lease, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 10.04--Agreement To Pay Attorneys' Fees And Expenses.

In the event Tenant defaults under this Lease and City employs attorneys or incurs other expenses for the collection of rentals or the enforcement of performance of any obligation or agreement on the part of Tenant, Tenant shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

Section 10.05--Termination In Event Of Handling Agreement.

Whether or not an Event of Default under this Lease has occurred, in the event that City approves a handling arrangement for Tenant in Terminal 1, 2 or 3 at the Airport with any airline leasing or subleasing exclusive use premises in such terminal, City shall have the right to terminate this Lease and exclude Tenant from possession of its Exclusive Use Premises by giving written notice of such termination to Tenant.

Article XI.

Termination By Tenant.

Section 11.01--Termination by Tenant.

If Tenant is not then in default in the payment of any amount due from it to City hereunder, Tenant may terminate this Lease by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Tenant's use of the Airport in the conduct of its air transportation business, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any Federal or State agency, having jurisdiction with respect to Tenant or the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Tenant's use of the Airport in the conduct of its air transportation business: provided, however, that none of the foregoing is due to any fault of Tenant;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Tenant of such notice, or (ii) in the case of any such failure which

cannot with due diligence be cured within such thirty (30) day period if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any Federal or State agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Tenant's operations at the Airport.

Article XII.

Equal Opportunity.

Section 12.01--Equal Opportunity.

Tenant agrees that in performing under this Lease it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

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

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 12.01. Tenant further agrees that this clause will be incorporated in all contracts entered into with any suppliers or materials or furnisher of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Lease.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 12964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs, 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1979, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198 7A); and the provisions of 41 C.F.R. Chapter 60, and Parts 21, Regulations of the Office of the Secretary of Transportation; Executive Order 85-2 promulgated by the Mayor of the City of Chicago on April 3, 1985.

To demonstrate compliance, Tenant will furnish and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 12.02--Nondiscrimination.

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

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

Section 12.03--Prohibition Against Exclusive Rights.

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

Section 12.04--Nondiscrimination In Furnishing Services.

Tenant agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates of other similar types of price reductions.

Section 12.05--Affirmative Action.

Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

Article XIII.

Miscellaneous.

Section 13.01--Notices.

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Tenant, and shall be deemed given when so mailed. All notices to Tenant provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Tenant, Gary Dayton, 1100 Airport Drive, Oakland, CA 94614, or to such other address as Tenant may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 13.02--No Abatement Or Set-Off.

Tenant shall not abate, suspend, postpone, set-off or discontinue any payments of rentals or use charges which it is obligated to pay hereunder. Nothing contained in this Section 13.02 shall release City from the performance of any of its obligations under this Lease. In the event City fails to perform any of its obligations herein contained, Tenant may institute such action against City as Tenant deems necessary to compel performance, so long as such action does not abrogate Tenant's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 13.03--Governing Law.

This Lease shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state. Disputes arising under this Lease shall be brought by the City or the Tenant in a court of competent jurisdiction located in the City of Chicago, County of Cook, State of Illinois, and Tenant hereby consents to the jurisdiction of such court and expressly agrees not to contest said jurisdiction.

Section 13.04--Prior Lease.

The International Terminal/Terminal 4 Facilities Lease between the City and National Air Carriers Association Facilities and Service Corp., ("N.A.C.A.") authorized by the City Council under date of May 30, 1985 (C.J.P. pp. 17255-- 17281) is hereby terminated as of _____, 1987, the effective date of this agreement. It is the intent of the City and N.A.C.A. that this agreement will supercede and replace said prior lease.

In Witness Whereof, City has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Tenant has caused this Lease to be executed on its behalf by its _____ President and its _____ Secretary, pursuant to due authorization of its Board of 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.]

[Key Plan and Drawings attached to this lease printed on pages 2189 to 2191 of this Journal.]

EXECUTION OF INTERNATIONAL TERMINAL/TERMINAL 4 FACILITIES LEASE WITH NATIONAL AIR CARRIERS ASSOCIATION FACILITIES AND SERVICE CORPORATION FOR PREMISES AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of an International Terminal/Terminal 4 Facilities Lease with National Air Carriers Association Facilities and Service Corp., for premises at Chicago O'Hare International Airport (which was referred on June 24, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

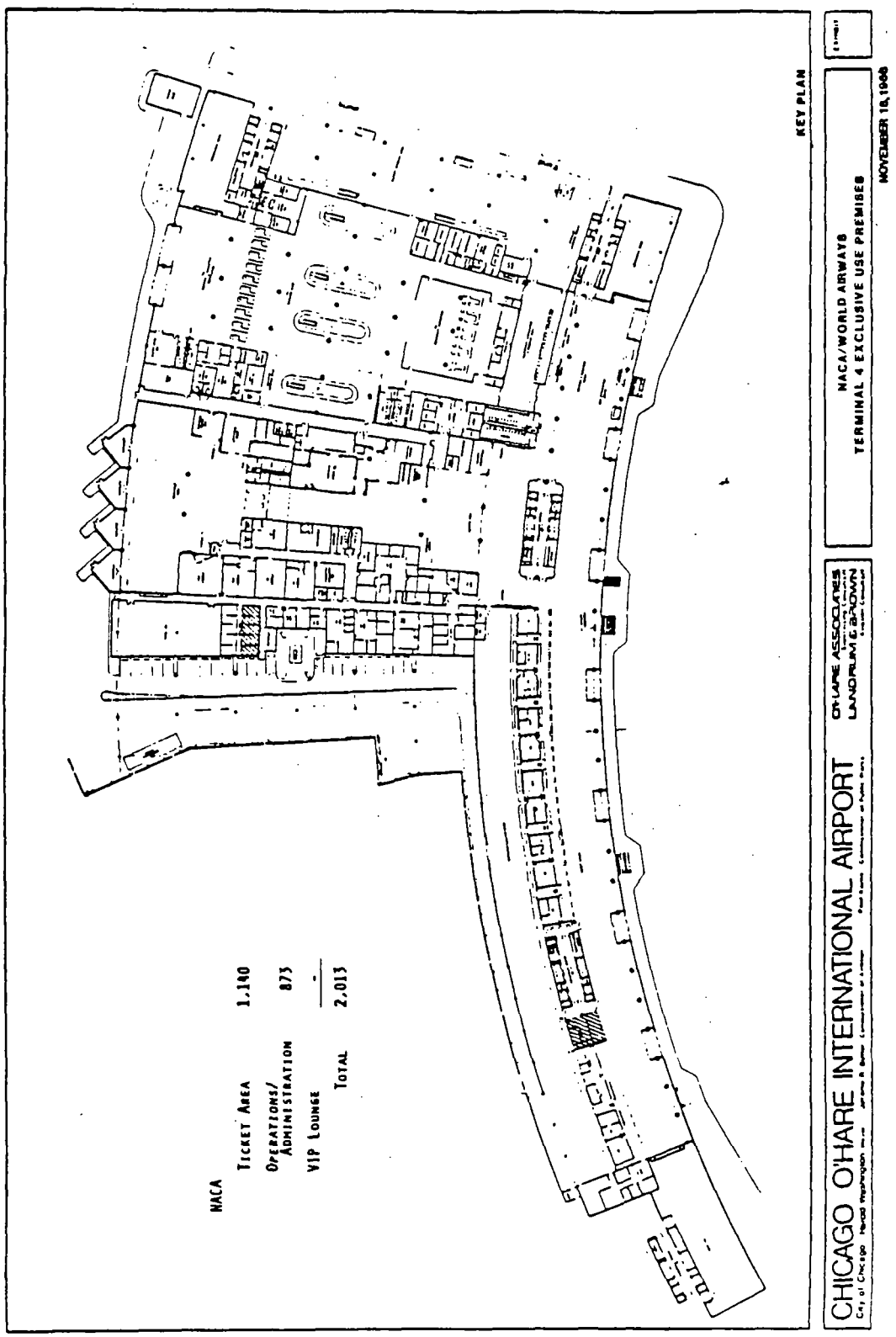
Nays -- None.

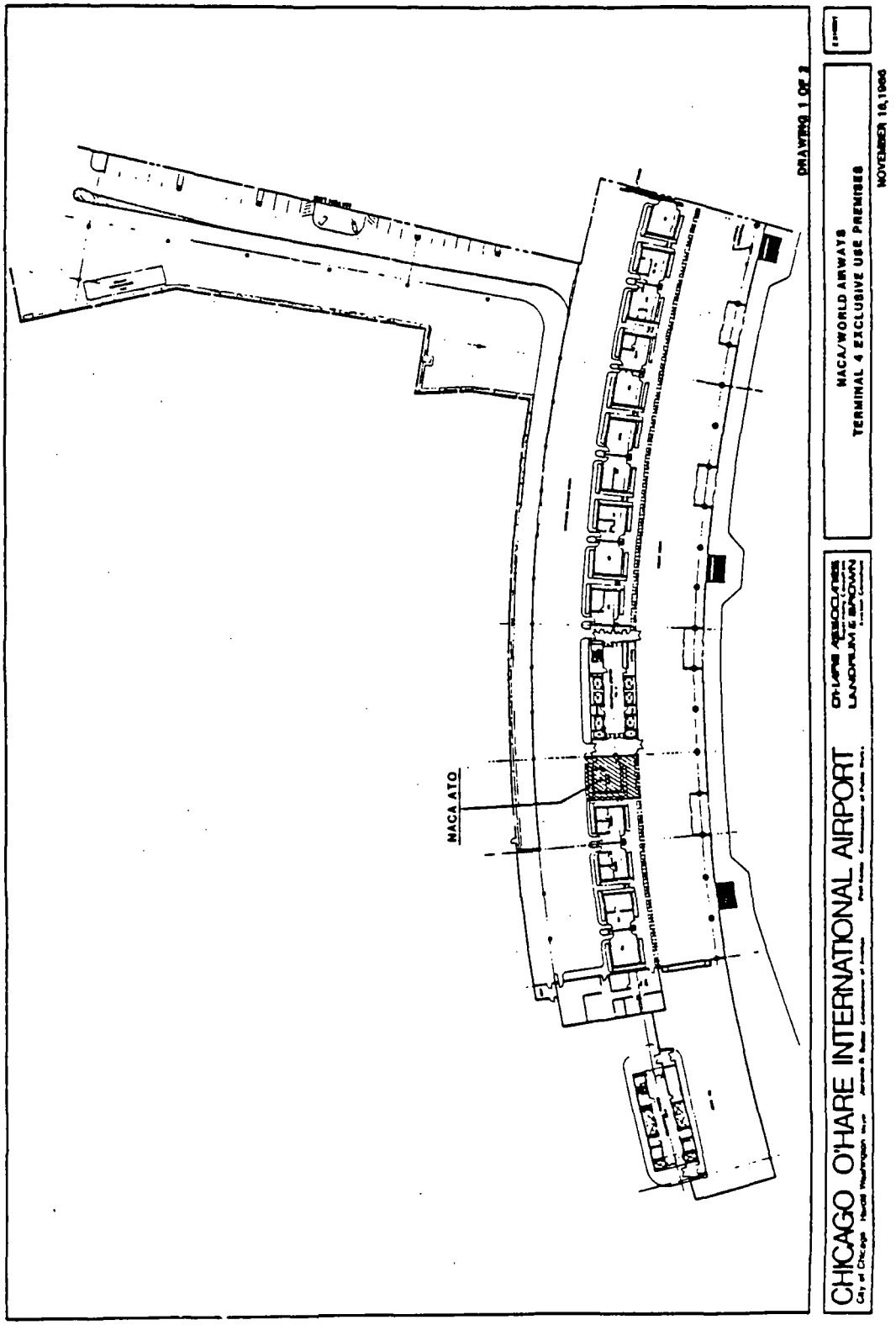
Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

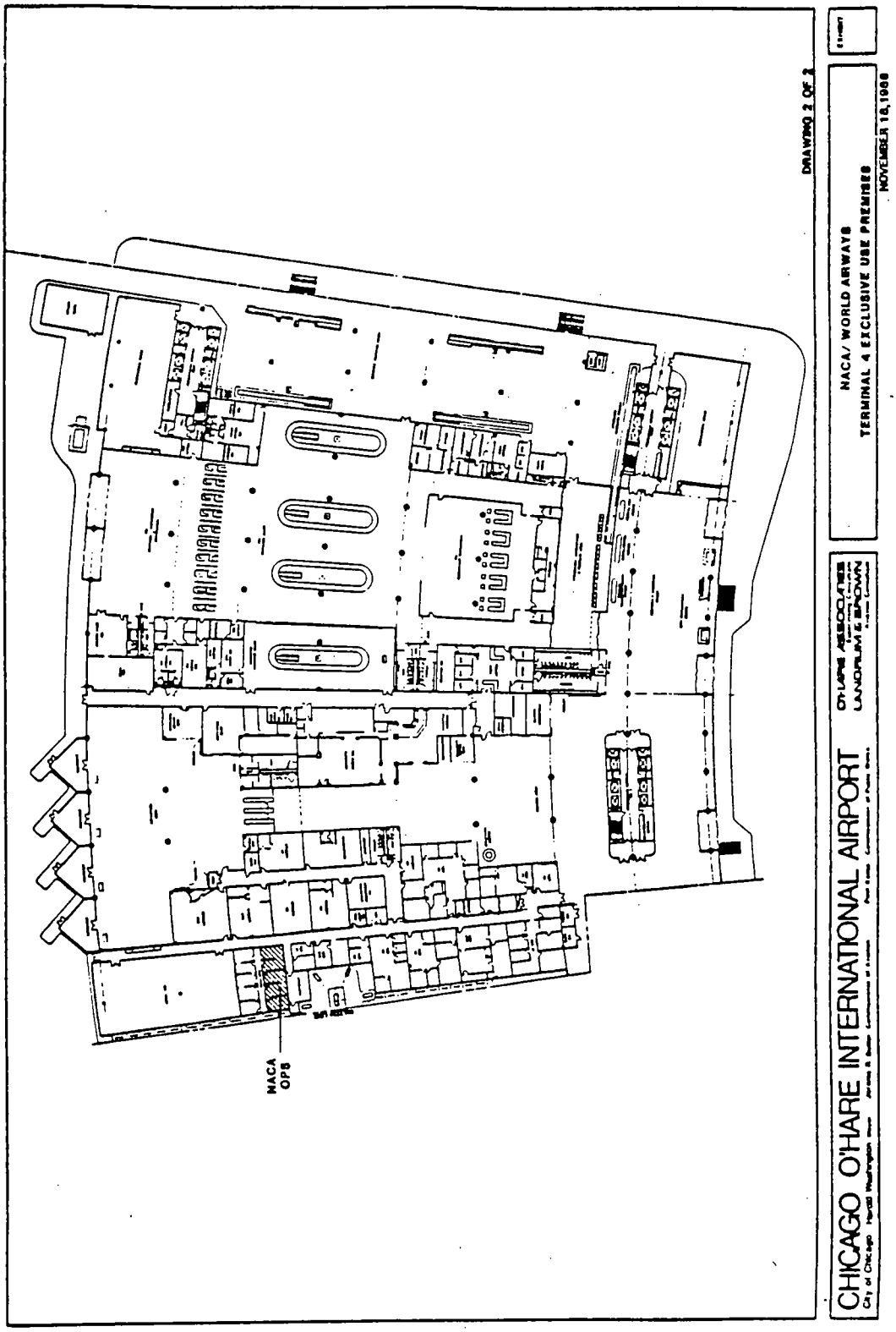
The following is said ordinance as passed:

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

(Continued on page 2192)


KEY PLAN
NACA/WORLD AIRWAYS
TERMINAL 4 EXCLUSIVE USE PREMISES
NOVEMBER 16, 1988
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
NACA
TICKET AREA 1,140
OPERATIONS/ ADMINISTRATION 873
VIP LOUNGE -
TOTAL 2,013


NACA ATO
CHICAGO O'HARE INTERNATIONAL AIRPORT
NACA/WORLD AIRWAYS
TERMINAL 4 EXCLUSIVE USE PREMISES
NOVEMBER 16,1986


DRAWING 2 OF 2
NACA/ WORLD AIRWAYS
TERMINAL 4 EXCLUSIVE USE PREMISES
NOVEMBER 16,1988
CHICAGO O'HARE INTERNATIONAL AIRPORT
NACA OPS

(Continued from page 2188)

SECTION 1. On behalf of the City of Chicago, the Mayor, the Commissioner of Aviation and the City Comptroller are hereby authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to approve as to form and legality, an International Terminal/Terminal 4 Facilities Lease with National Air Carriers Association Facilities and Service Corp., for premises at Chicago-O'Hare International Airport, said agreement to be substantially in the form attached.

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

International Terminal/Terminal 4 Facilities Lease attached to the foregoing ordinance reads as follows:

International Terminal/Terminal 4 Facilities Lease.

This Lease, made and entered into as of this _____ day of _____, 19____, 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 N.A.C.A. Facilities & Service Corporation, a corporation organized and existing under and by virtue of the laws of Delaware ("Tenant").

Witnesseth:

Whereas, City owns and operates Chicago O'Hare International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto: and

Whereas, City desires to lease to Tenant and Tenant desires to lease from City certain exclusive use premises (the "Exclusive Use Premises") in the International Terminal/Terminal 4 at the Airport (the "International Terminal");

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

Article I.

Term.

Section 1.01--Term Of Lease.

This Lease shall become effective as of the date of authorizing ordinance by the City Council of the City and shall terminate on March 14, 1988.

Article II.

Grant Of Rights.

Section 2.01--Use Of Exclusive Use Premises.

(a) Tenant shall have the non-exclusive right to use the Exclusive Use Premises in common with those other Tenants who have signed an agreement to share the same premises ("tenants-in-common") for any and all purposes reasonably necessary, convenient or incidental to the conduct by Tenant of its air transportation business.

(b) Nothing in this Lease shall be construed to permit the use of Tenant's Exclusive Use Premises for the conduct of any business other than Tenant's air transportation business. Such limitation includes but is not limited to the ground transportation business, restaurants or merchandising operations.

Section 2.02--Use Of International Terminal.

(a) Tenant shall have the non-exclusive right to use, in common with others, the public areas and airline joint-use areas of the International Terminal and the International Terminal aircraft parking areas pursuant to rules and regulations promulgated from time to time by the City.

(b) Tenant acknowledges that City will impose charges and reporting requirements upon Tenant, in addition to the charges payable hereunder for the Exclusive Use Premises, for the use of the non-exclusive areas of the International Terminal, the International Terminal aircraft parking areas and the Airport generally. Such charges may include, without limitation, fees for use of the International Terminal to enplane and deplane passengers, fees for use of the International Terminal aircraft parking area, fees for the use of the tranportation system and landing fees.

Section 2.03--Restrictions.

The foregoing rights and privileges of Tenant are subject to the following specific restrictions:

(a) Tenant shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(b) Tenant shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Tenant to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Tenant shall pay City that part of all premiums paid by City which are charged because of such violation or failure by Tenant.

(c) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Tenant's Exclusive Use Premises for the purpose of inspecting

the same, for performing any necessary repairs, and for the doing of any act which City may be obligated or have the right to do under this Lease.

Article III.

Lease Of International Terminal Exclusive Use Premises.

Section 3.01--Exclusive Use Premises.

City hereby leases to Tenant and Tenant hereby hires and takes from City for Tenant's joint-use exclusive use, and agrees to pay prorated rentals calculated with reference to, the Exclusive Use Premises as shown on Exhibit A attached hereto, together with all improvements and fixtures located therein.

Article IV.

International Terminal Rentals And Use Charges.

Section 4.01--Rentals And Use Charges.

(a) At such times and in such manner as provided in Section 4.02, Tenant shall pay its *pro rata* share of rentals to City equal to $5.00 per square foot per annum, payable in 12 monthly installments in advance, for Tenant's share of the Exclusive Use Premises.

(b) At such times and in such manners as provided in Section 4.02, Tenant shall pay its *pro rata* share of use charges to City Equal to $23.46 per square foot per annum payable each month, in advance, during the term of this Lease.

(c) Tenant's *pro rata* share of rentals and use charges for the Exclusive Use Premises shall be as determined by mutual agreement of all Tenants approved by the City for the use of said space. All prorated shares must, however, in the aggregate total 100% of the rentals and use fees due to the City for the total Exclusive Use Premises as shown on Exhibit A attached hereto.

Section 4.02--Payment Of Rentals.

Tenant shall pay to City at the Office of the City Comptroller, Room 501, City Hall, Chicago, Illinois, 60602, or at such other place as the City Comptroller shall designate on or before the first calendar day of each month all rentals and use charges payable for Tenant's Exclusive Use Premises in accordance with Section 4.01. Any amount which is not paid when due shall bear interest at a rate two percentage points (2%) higher than the then-current corporate base rate announced by the largest commercial bank in Chicago, determined on the basis of total assets.

Article V.

Responsibilities Of Tenant.

Section 5.01--Maintenance, Replacement And Repair.

Tenant shall be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises. Tenant shall at all times:

(a) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(b) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Tenant to be of a quality and class not inferior to the original material and workmanship; and

(c) Either directly or through an independent contractor, dispose of its garbage, debris and other waste materials (excluding snow and ice).

Section 5.02--Modifications To Exclusive Use Premises.

(a) Tenant may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Tenant shall first submit to the Commissioner of the Department of Aviation of City (the "Commissioner"), for his prior written approval, a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Tenant shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner.

(b) Tenant agrees to, and shall include in all construction contracts a provision whereby the contractor agrees to, indemnify, hold harmless and defend City, its officers, agents and employees against losses (except in cases in which such losses are caused solely by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Tenant shall provide, or shall require the contractor to provide, liability insurance covering the foregoing in an amount reasonably required by the Commissioner. Tenant shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Tenant or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any reasonable time.

(d) Tenant shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Tenant shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Tenant.

Section 5.03--Taxes, Licenses And Permits.

Tenant, its contractors and agents, shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 5.04--Installation Of Machinery And Equipment.

Tenant may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. All such machinery, equipment and other personal property shall remain the sole property of Tenant and may be removed by Tenant at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Tenant at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Tenant.

Section 5.05--Liens Prohibited.

Tenant shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Tenant.

Section 5.06--Performance By City Upon Failure Of Tenant.

If Tenant fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article V, City may perform such obligation of Tenant, and charge Tenant for the cost to City of such performance; provided, however, that if Tenant's failure to perform any such obligation endangers the safety of operations at the Airport, City may perform such obligation of Tenant at any time without notice and charge Tenant for the cost to City of such performance.

Article VI.

Rules And Regulations; Compliance With Laws.

Section 6.01--Rules And Regulations.

Tenant shall comply, and shall use its best efforts to cause its passengers, guests, invitees, and independent contractors to comply, with all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner.

Section 6.02--Compliance With Laws.

Tenant shall comply with all applicable Federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that Tenant may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Tenant and Tenant notifies City of such contest.

Article VII.

Exercise By City Of Governmental Functions.

Section 7.01--Governmental Functions.

(a) Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Tenant to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges of Tenant hereunder.

(b) City shall have no control over the rates, fares or charges that Tenant may prescribe in connection with the conduct of its air transportation business.

Article VIII.

Indemnity And Insurance.

Section 8.01--Indemnity.

(a) Tenant shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, in each case, arising out of the following (except in cases in which such losses are caused solely by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor:

(i) Tenant's use or occupancy of the Airport or non-use (if such non-use is contrary to Tenant's obligations hereunder) of any premises demised to Tenant hereunder;

(ii) The condition of Tenant's Exclusive Use Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iii) The violation by Tenant of any agreement, warranty, covenant or condition of this Lease, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Tenant in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Tenant hereunder, setting forth the particulars of such claim or action and shall furnish Tenant with a copy of all suit papers and legal process. Tenant shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Tenant in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 8.02--Insurance Maintained By Tenant.

Tenant shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business.

Article IX.

Use Of Exclusive Space By Other Airlines.

Section 9.01--Sharing Of Exclusive Use Premises.

(a) Tenant may, with the written consent of each of the other tenants-in- common and of the Commissioner of Aviation, allow one or more additional airlines in the Air Transportation Business, but no more than three (3) more to share the Exclusive Use Premises, subject, however, to each of the following conditions:

(b) No such use by another airline or other airlines shall relieve Tenant from primary liability for any of its obligations hereunder, and Tenant shall continue to remain primarily liable for payment of the rentals and use charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and

(c) Within thirty (30) days following the execution of any sharing agreement or agreements of any kind between Tenant and any airline approved by the Commissioner of Aviation under this Section 9.01 and the other Tenants, Tenant shall furnish the Commissioner of Aviation with a copy for his files.

Article X.

Termination By City.

Section 10.01--Events Of Default Defined.

Each of the following shall be an "Event of Default" under this Lease:

(a) The failure by Tenant to pay any rentals or use charges required to be paid hereunder at the times specified herein or any other obligations of Tenant to City;

(b) The dissolution or liquidation of Tenant;

(c) The admission by Tenant of insolvency or bankruptcy or the inability of Tenant to pay its debts as they mature, or the failure by Tenant to pay its debts as such debts become due, or the making by Tenant of an assignment for the benefit of creditors or the application by Tenant for or the consent to the appointment of a trustee, custodian or receiver for Tenant, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Tenant or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Tenant of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law of any country for the relief of debtors (other than bankruptcy proceedings instituted by Tenant against (Tenant or the consent thereto, by Tenant, third parties), and if instituted against Tenant, the allowance against or the failure by Tenant to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Tenant of its air transportation business at the Airport for reasons other than strike or *force majeure* or as may be provided in Section 11.01; or

(g) The failure by Tenant to observe and perform any covenant, condition or agreement in this Lease on the part of Tenant to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Tenant by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Tenant within the applicable period and diligently pursued until the failure is corrected.

Section 10.02--Remedies on Default.

Whenever an Event of Default has occurred and is continuing, City to the Extent permitted by law and upon written notice to Tenant may, subject to the provisions of any other agreement then in effect between Tenant and City, take any one or more of the following remedial steps:

(a) City may terminate this Lease and exclude Tenant from possession of its Exclusive Use Premises;

(b) City may, without terminating this Lease, exclude Tenant from possession of its Exclusive Use Premises, and use reasonable efforts to lease Tenant's share of the Exclusive Use Premises to another airline for the account of Tenant, or to

redistribute the space among the other Tenants-in-common, holding Tenant liable for rental, use charges and other payments due up to the effective date of such leasing and for the excess, if any, of the rentals, use charges and other amounts payable by Tenant under this Lease for the remainder of the term of this Lease over the rentals, use charges and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect rentals, use charges and any other amounts payable by Tenant hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Tenant under this Lease.

Section 10.03--No Remedy Exclusive.

No remedy conferred upon or reserved to City in this Lease shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Lease, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 10.04--Agreement To Pay Attorneys' Fees And Expenses.

In the event Tenant defaults under this Lease and City employs attorneys or incurs other expenses for the collection of rentals or the enforcement of performance of any obligation or agreement on the part of Tenant, Tenant shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

Section 10.05--Termination In Event Of Handling Agreement.

Whether or not an Event of Default under this Lease has occurred, in the event that City approves a handling arrangement for Tenant in Terminal 1, 2 or 3 at the Airport with any airline leasing or subleasing exclusive use premises in such terminal, City shall have the right to terminate this Lease and exclude Tenant from possession of its Exclusive Use Premises by giving written notice of such termination to Tenant.

Article XI.

Termination By Tenant.

Section 11.01--Termination By Tenant.

If Tenant is not then in default in the payment of any amount due from it to City hereunder, Tenant may terminate this Lease by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Tenant's use of the Airport in the conduct of its air transportation business, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any Federal or State agency, having jurisdiction with respect to Tenant or the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Tenant's use of the Airport in the conduct of its air transportation business; provided, however, that none of the foregoing is due to any fault of Tenant;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Tenant of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any Federal or State agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Tenant's operations at the Airport.

Article XII.

Equal Opportunity.

Section 12.01--Equal Opportunity.

Tenant agrees that in performing under this Lease it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

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

Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 12.01. Tenant further agrees that this clause will be incorporated in all contracts entered into with any suppliers or materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Lease.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et sub.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1979, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Rev. Stat. 1979 Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1979, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation; Executive Order 85-2 promulgated by the Mayor of the City of Chicago on April 3, 1985.

To demonstrate compliance, Tenant will furnish and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 12.02--Nondiscrimination.

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

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

Section 12.03--Prohibition Against Exclusive Rights.

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

Section 12.04--Nondiscrimination In Furnishing Services.

Tenant agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 12.05--Affirmative Action.

Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

Article XIII.

Miscellaneous.

Section 13.01--Notices.

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois, 60602, or to such other address as City may designate from time to time by notice to Tenant, and shall be deemed given when so mailed. All notices to Tenant provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Tenant, N.A.C.A. Facilities and Service Corporation, 1730 M St. N.W., Suite 710, Washington, D.C. 20036, or to such other address as Tenant may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 13.02--No Abatement Or Set-Off.

Tenant shall not abate, suspend, postpone, set-off or discontinue any payments of rentals or use charges which it is obligated to pay hereunder. Nothing contained in this Section 13.02 shall release City from the performance of any of its obligations under this Lease. In the event City fails to perform any of its obligations herein contained, Tenant may institute such action against City as Tenant deems necessary to compel performance, so long as such action does not abrogate Tenant's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 13.03--Governing Law.

This Lease shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state. Disputes arising under this Lease shall be brought by the City or the Tenant in a court of competent

jurisdiction located in the City of Chicago, County of Cook, State of Illinois, and Tenant hereby consents to the jurisdiction of such court and expressly agrees not to contest said jurisdiction.

Section 13.04--Prior Lease.

The International Terminal/Terminal 4 Facilities Lease between the City and National Air Carriers Association Facilities and Service Corp., ("N.A.C.A.") authorized by the City Council under date of May 30, 1985 (C.J.P. pp. 17255-- 17281) is hereby terminated as of _____, 1987, the effective date of this agreement. It is the intent of the City and N.A.C.A. that this agreement will supercede and replace said prior lease.

In Witness Whereof, City has caused this Lease 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 Tenant has caused this Lease to be executed on its behalf by its _____ President and its _____ Secretary, pursuant to due authorization of its Board of 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.]

[Key Plan and Drawings attached to this lease printed on pages 2205 to 2207 of this Journal.]

EXECUTION AND SUBMISSION OF GRANT APPLICATION FOR OVERLAY OF RUNWAY 9L-27R AND PURCHASE OF SAFETY EQUIPMENT FOR CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

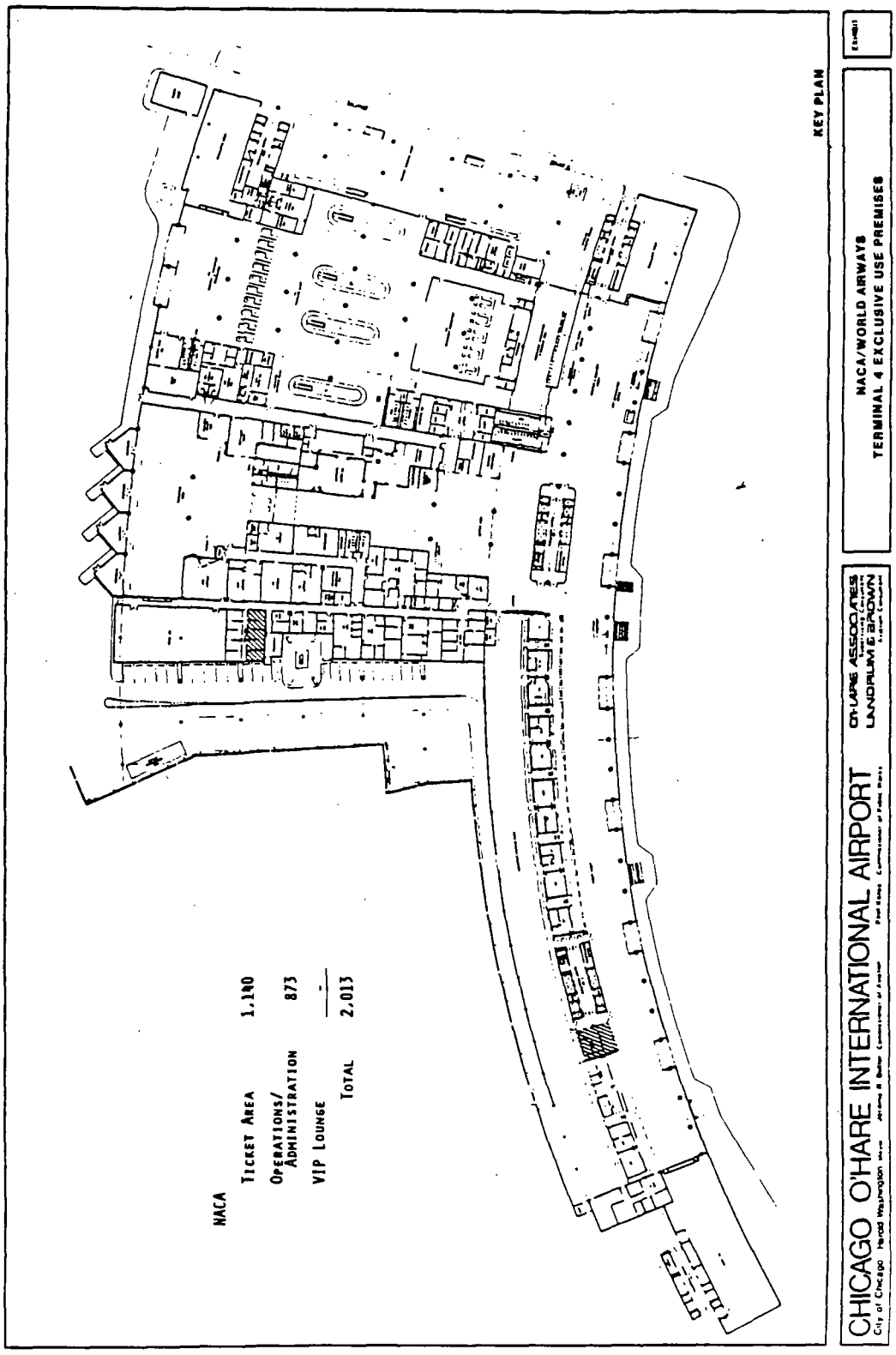
CHICAGO, July 14, 1987.

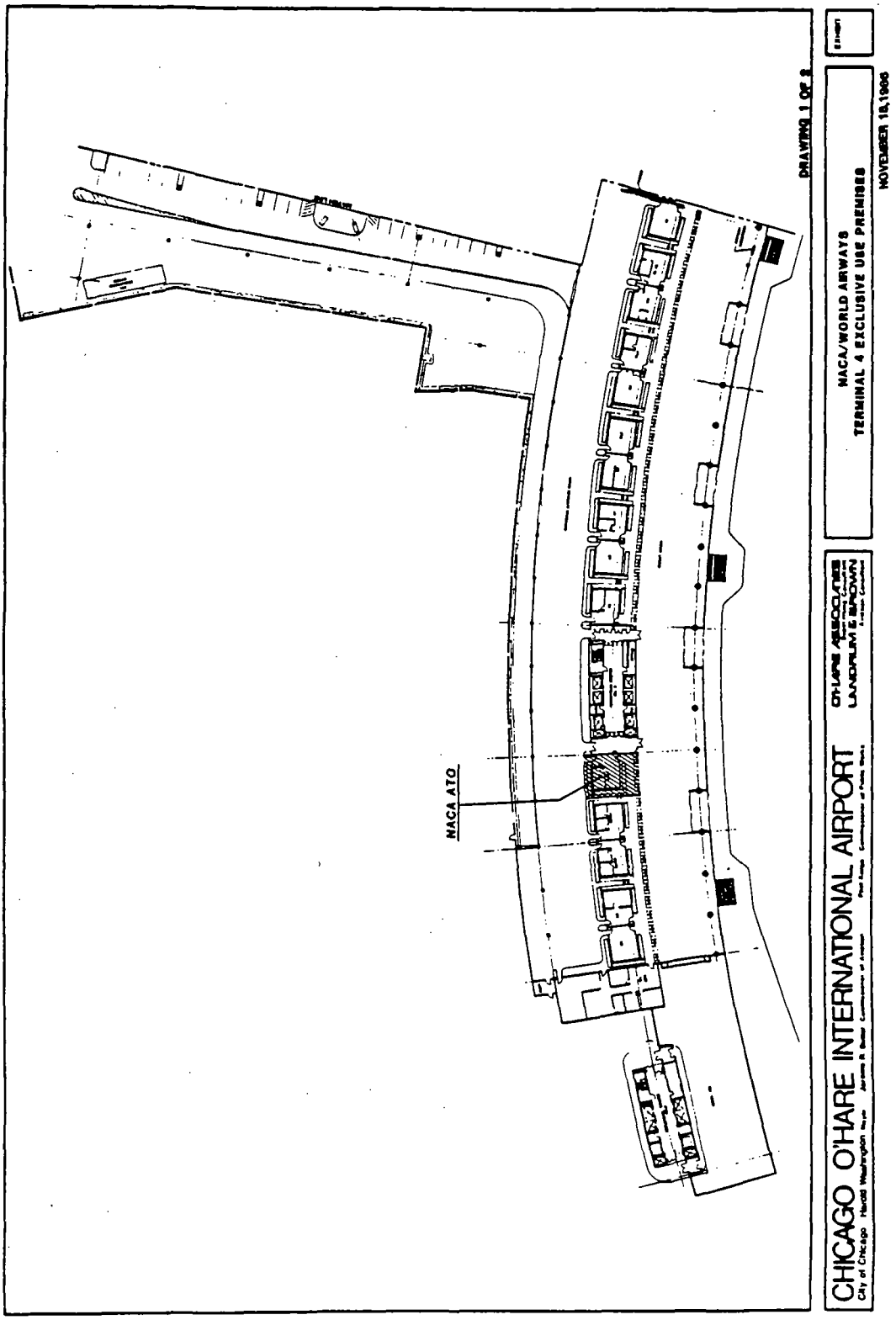
To the President and Members of the City Council:

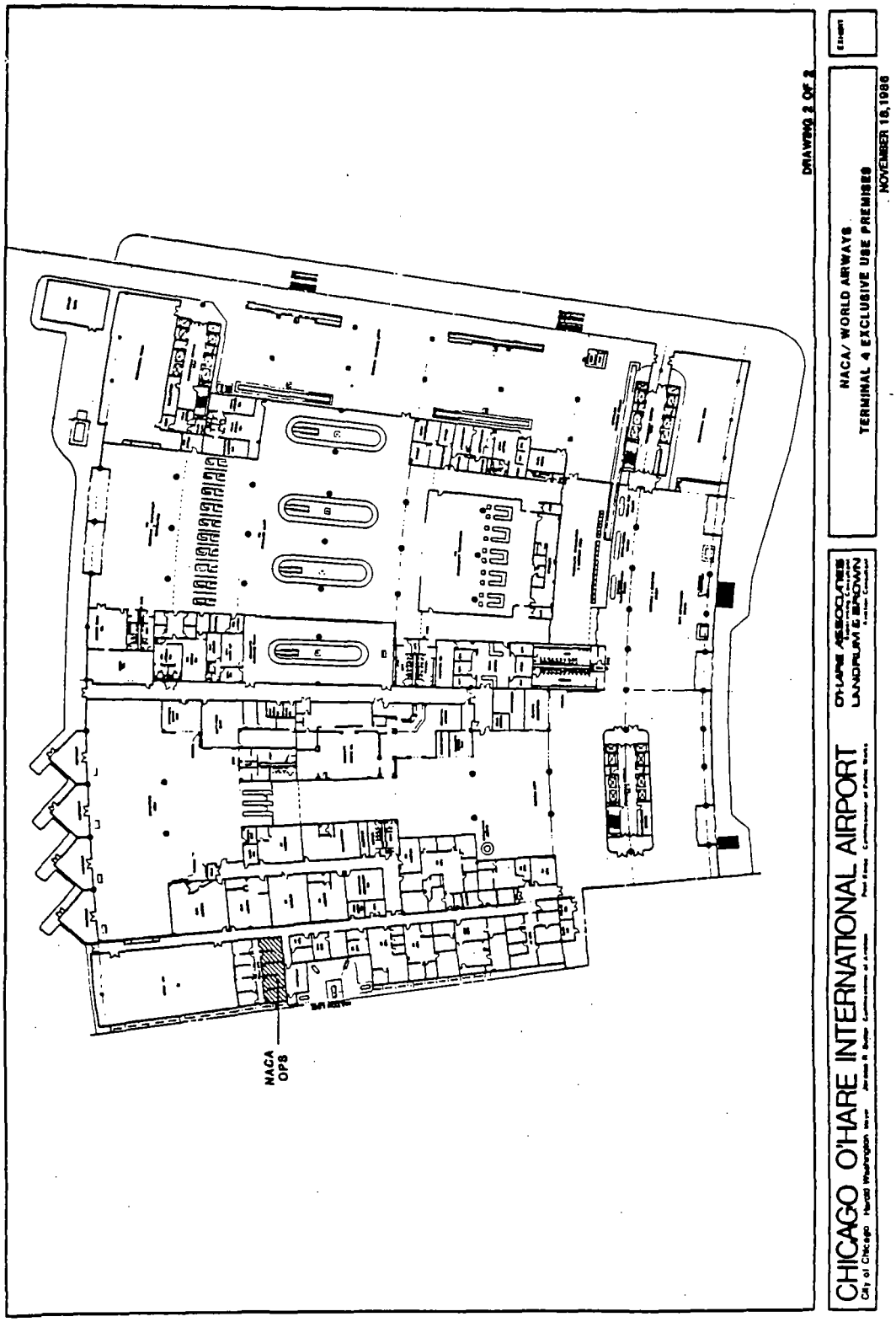
Your Committee on Aviation, having had under consideration a grant application between the City of Chicago and the Federal Aviation Administration for the overlay of Runway 9L-27R and the purchase of safety equipment for Chicago-O'Hare International Airport (which was referred on June 24, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

(Continued on page 2208)


KEY PLAN
NACA
TICKET AREA 1,140
OPERATIONS/ ADMINISTRATION 873
VIP LOUNGE -
TOTAL 2,013
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Harold Washington Mayor
CH-LAPIDUS ASSOCIATES
LANDRUM & BROWN
NACA/WORLD AIRWAYS
TERMINAL 4 EXCLUSIVE USE PREMISES
NOVEMBER 18, 1986


DRAWING 1 OF 2
NACA ATO
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
NACA/WORLD AIRWAYS
TERMINAL 4 EXCLUSIVE USE PREMISES
NOVEMBER 18,1986


DRAWING 2 OF 2
NACA OPS
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
NACA/ WORLD AIRWAYS
TERMINAL 4 EXCLUSIVE USE PREMISES
NOVEMBER 18, 1986
EXHIBIT

(Continued from page 2204)

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, an Application for Federal Assistance, said Application to be substantially 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 $2,531,500.

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

SECTION 4. This ordinance shall be in force and effect from and after its passage.

[Grant Application attached to this ordinance printed on pages 2209 through 2216 of this Journal.]

EXECUTION OF LIMITED AGENCY AGREEMENT WITH STATE OF ILLINOIS FOR CAPITAL IMPROVEMENTS AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

(Continued on page 2217)

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)	☐ NOTICE OF INTENT (OPTIONAL) ☐ PREAPPLICATION ☒ APPLICATION	2. APPLICANT'S APPLICATION IDENTIFIER	a. NUMBER 3-17-0022-10 b. DATE Year month day 19 87 06 02	3. STATE APPLICATION IDENTIFIER NOTE: TO BE ASSIGNED BY STATE	a. NUMBER b. DATE ASSIGNED Year month day 19
		Leave Blank			

SECTION I—APPLICANT/RECIPIENT DATA

4 LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: City of Chicago
- b. Organization Unit: Department of Aviation
- c. Street/P.O. Box: Room 3000 - 20 N. Clark Street
- d. City: Chicago
- e. County: Cook
- f. State: Illinois
- g. ZIP Code: 60602
- h. Contact Person (Name & Telephone No.): Jack Delaney (312) 744-4378

5. EMPLOYER IDENTIFICATION NUMBER (EIN)

6. PROGRAM (From CFDA): a. NUMBER 20.106 ☐ MULTIPLE; b. TITLE

7 TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Chicago O'Hare International Airport
Overlay R/W 9L-27R
Safety Equipment

8. TYPE OF APPLICANT/RECIPIENT (A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—Special District; G—Special Purpose District; H—Community Action Agency; I—Higher Education Institution; J—Indian Tribe; K—Other (Specify):) Enter appropriate letter: C

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Chicago Standard Metropolitan Area

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 50,000,000

11. TYPE OF ASSISTANCE (A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other) Enter appropriate letter(s): E

12. PROPOSED FUNDING

a. FEDERAL	$ 7,594,500 .00
b. APPLICANT	2,531,500 .00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 10,126,000 .00

13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT; b. PROJECT

14. TYPE OF APPLICATION (A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation) Enter appropriate letter: B

15. PROJECT START DATE Year month day: 19 87 05 01

16. PROJECT DURATION: Months

17. TYPE OF CHANGE (For 14c or 14e) (A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify):) Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY: 19 87 05 30

19 FEDERAL AGENCY TO RECEIVE REQUEST: Federal Aviation Administration

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a. ORGANIZATIONAL UNIT (IF APPROPRIATE)

b. ADMINISTRATIVE CONTACT (IF KNOWN): John Guidotti

c. ADDRESS: 2300 E. Devon Avenue, Des Plaines, Illinois 60018

21. REMARKS ADDED ☒ Yes ☐ No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT: 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 governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____

b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐

23. CERTIFYING REPRESENTATIVE: a. TYPED NAME AND TITLE: Earl F. Hord, Acting Commissioner; b. SIGNATURE: Earl F. Hord

SECTION III—FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED Year month day 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- ☐ e. DEFERRED
- ☐ f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE Year month day 19

30. STARTING DATE Year month day 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE Year month day 19

33. REMARKS ADDED ☐ Yes ☐ No

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-R015.

PART II

PROJECT APPROVAL INFORMATION
SECTION A

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

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

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

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

Item 5.
Is the proposed project covered by an approved comprehensive plan? __X__ Yes ____ No
Check one: State ☐ Local ☒ Department of Aviation Regional ☐ Room 3000
Location of plan 20 N. Clark Street

Item 6.
Will the assistance requested serve a Federal installation? ____ Yes __X__ 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 __X__ 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 __X__ 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 __X__ No
Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO 60-R0184

PART II – SECTION B

11. SITES AND IMPROVEMENTS: ___X___ Not required. _____ Attached as exhibits
Applicant intends to acquire the site through:
_____ Eminent domain. _____ Negotiated purchase. _____ Other means (specify)

12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN:
___X___ Applicant. _____ Agency or institution operating the facility. _____ Other (specify)

13. INDICATE WHETHER APPLICANT OPERATOR HAS:
___X___ Fee simple title. _____ Leasehold interest. _____ Other (specify)

14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION:
a. Length of lease or other estate interest _____, and number of years to run _____
b. Is lease renewable? _____ Yes _____ No
c. Current appraised value of land $ _____ / N/A
d. Annual rental rate $ _____

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. There have been no changes since last grant agreement.

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. N/A

18. ATTACH PLOT PLAN.

19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required. ___A X___ Being prepared. _____ Attached as exhibits
Percentage of completion of drawings and specifications at application date:
Schematics _____ % Preliminary _____ % Final _____ %

20. TARGET DATES FOR:
Bid Advertisement _____ Contract Award _____
Construction Completion _____ Occupancy _____

21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits
Drawings – Attach any drawings which will assist in describing the project.
Specifications – Attach copies of completed outline specifications.
(If drawings and specifications have not been fully completed, please attach copies or working drawings that have been completed.)

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

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0209

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 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, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the 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 the 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.

(b) 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

(c) 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 the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 52-R0184

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. . . . . _____

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	$	$	$ 100,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			1,100,000
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			8,600,000
12. Equipment			326,000
13. Miscellaneous			
14. Total (Lines 1 through 13)			10,126,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			10,126,000
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			10,126,000
20. Federal Share requested of Line 19			7,594,500
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			7,594,500
23. Grantee share			2,531,500
24. Other shares			
25. Total project (Lines 22, 23 & 24)	$	$	$ 10,126,000

FAA Form 5100-100 (6 73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

Page 4

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB No. [illegible]

SECTION C – EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
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)	2,531,500.
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL – Grantee share	2,531,500.
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ 2,531,500.

SECTION E – REMARKS

PART IV PROGRAM NARRATIVE (Attach – See Instructions)

FAA Form 5100-100 (6-73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

FAA AC 75-0233

CHICAGO O'HARE INTERNATIONAL AIRPORT

FY 1987 APPLICATION

ORD 6112 Overlay Runway 9L-27R

ORD 6200 Acquire 30 F/C/R Proximity Suits and an aerial platform.

This project is for the purchase of 30 fire-proof suits and an aerial platform to assist in aircraft incidents.

	Total Cost	Federal Share	Local Share
ORD 6112	$9,800,000	$9,350,000	$2,450,000
ORD 6200	$326,000.	$244,500.	$81,500.

(Continued from page 2208)

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an agreement of Limited Agency between the City of Chicago and the State of Illinois for capital improvements at Chicago O'Hare International Airport (which was referred on June 24, 1987) begs leave to recommend that Your Honorable Body *Pass* the said agreement, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

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

Agreement Of Limited Agency

Federal Assistance Airport Project

Federal Project Number 3-17-0022-10
Illinois Project Number 87A-_____ .

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 to 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 3-17-0022-10 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 3-17-0022-10 and responsive thereto the Federal Government, through the Federal Aviation Administration, has isssued to the Municipality a Grant Agreement in the sum of Seven Million Five Hundred Ninety-four Thousand Five Hundred Dollars ($7,594,500); 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 3-17-0022-10 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 3-17-0022-10 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, for and in consideration of the benefits which will accrue to the parties 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 herein- after 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 hereafter 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). The municipality 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 designates 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 responsible 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 Ten Million One Hundred Twenty-six Thousand Dollars ($10,126,000); and a Grant Offer from the United States tendered in the amount of Seven Million Five Hundred Ninety-four Thousand Five Hundred Dollars ($7,594,500); and

Accordingly, it is estimated that the share of the Municipality in the cost of the Project Number 3-17-0022-10 will be Two Million Five Hundred Thirty-one Thousand Five Hundred Dollars ($2,531,500); 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 may, with the express consent and approval of the Municipality, be supplemented, amended, changed, or modified subject, however, and only to the budgetary limitations of the municipality.

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 communications 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.]

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

EXECUTION OF AMENDMENT TO AMERICAN INDIAN SHOP CONCESSION LICENSE AGREEMENT WITH GREAT LAKES TRADING, INCORPORATED FOR PREMISES IN TERMINAL BUILDING AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a correction and resubmittal of the Great Lakes Trading, Inc. Concession, the correction being due to a typographical error related to 3B252-U1, Exhibit "A" only from 375 sq. ft. to 750 sq. ft. (the original ordinance having been referred on September 29, 1986) begs leave to recommend that Your Honorable Body *Pass* the said correction and resubmittal, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) JESUS G. GARCIA,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an American Indian Shop Concession License Agreement for certain premises in the Terminal Building at Chicago O'Hare International Airport, said Agreement to be substantially in the following form:

American Indian Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois, acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Great Lakes Trading Inc. a Minnesota corporation, (hereinafter referred to as "Licensee").

Witnesseth:

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

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein, to be kept and performed by Licensee, for the purposes set forth herein does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

Space 3B252-U1, consisting of approximately 750 square feet in Terminal Building #3 as indicated in Exhibit "A" which is attached hereto and made a part hereof;

Space 3B252-B1, consisting of approximately 200 square feet in Terminal Building #3 as indicated in Exhibit "B" which is attached hereto and made a part hereof;

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C(7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The term of this Agreement shall be for a period of five (5) years, beginning the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the sixtieth month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional American Indian Shop if traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of $30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to- month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to $30.00 per square foot per annum for all granted areas, ("Fixed License Fee"), with payment equal to one-twelfth thereof, due each month, in advance;

2.) In addition to the Fixed License Fee, a percentage license fee of 18% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee"), or Licensee shall

pay Licensor a Minimum Annual Percentage Fee of $112,000.00 ("Minimum Annual Percentage Fee") for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement, whichever is greater. In any subsequent year of this Agreement, the Minimum Annual Percentage Fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage Fee, but in no case is the Minimum Annual Percentage Fee, for a subsequent year to be less than $112,000.00 or the direct proportion of that amount that the elapsed time bears to a full year, in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the Minimum Annual Percentage Fee noted above. The initial payment of a Minimum Annual Percentage Fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the Percentage Fee for said calendar month less any amount prepaid as Minimum Annual Percentage Fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts using a standard form as provided by the City Comptroller, for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. The Minimum Annual Percentage Fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales

privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them, (2) sales made to employees of Licensee at a discount, (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's record keeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago when requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. When impracticable to provide the required records in Chicago, the Licensee agrees to assume the responsibility, for the travel and incremental expenses of the authorized representatives, to inspect and examine the needed records where they are available.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licensor):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by _____, an _____ corporation for the year ended _____ relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and

_____, an _____ corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the Licensor may, from time to time, require.

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

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

Article IV.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate an American Indian shop concession at the Airport and in connection therewith, shall have the right to and shall sell items subject to the prior approval of the Commissioner of Aviation and to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

(1) Licensee shall be permitted to and shall sell on an exclusive basis in Terminal 3, the item listed below and none other:

Products handmade by American Indians

(2) Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by the Licensee and Licensee agrees to be bounded by such decision of the Commissioner of Aviation.

Article V.

Investment By The Licensor And Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensor and to the extent necessary, the Concession Area on the upper level of Terminal No. 3 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue no later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Sixty Thousand and No/100 Dollars ($60,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

(1) Finished floors.

(2) General illumination.

(3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.

(4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color and design which is compatible with other and similar installations in the terminals.

(5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

(1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.

(2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.

(3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the Airport.

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

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

3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and 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. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and all applicable governmental laws, ordinances, rules and regulations.

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds $750.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

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

validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement and other areas of equivalent size and exposure are not available, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. On the aforesaid vacation by Licensee and payment by Licensor, this Agreement as it applies to the vacated premises shall terminate.

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

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

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation reasonably feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

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

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over the system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of the installed improvements, (whether installed by Licensor or Licensee) trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations Of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality And Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions, arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in monthly gross receipts of thirty (30%) percent or greater in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the Minimum Annual Percentage Fee shall be abated proportionately for subsequent month(s) after a thirty-day (30) period in direct relation to the reduction in gross receipts generated by each affected location and such abatement shall continue until such time as the monthly gross receipts obtain a level equal to eighty (80%) percent of the average monthly gross receipts for such location during the three (3)

month period preceding the abatement, at which time the full Minimum Annual Percentage Fee shall again be paid by Licensee. The Percentage Fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

(1) The permanent abandonment of the Airport or Terminal Building.

(2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

(3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.

(4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all of Licensee's furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C (7) hereof.

Article XI.

Damage Or Destruction Of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee), but not be rendered untenantable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the Minimum Annual Percentage Fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenantable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the Minimum Annual Percentage Fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The Percentage Fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenantable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder with respect thereto shall abate, but the Percentage Fee provided hereunder shall not be affected.

Should the Terminal Building No. 3 at the Airport be damaged by fire or other casualty, (unless caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the Fixed License Fee and Minimum Annual Percentage Fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate with good faith such reasonable fee adjustment. The Percentage Fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

(1) Worker's Compensation, with Employer's Liability limit not less than mandated by State of Illinois statute.

(2) Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.

(3) Comprehensive Automobile Liability Insurance with limits not less than $500,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.

(4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

(1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applied separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and

City Comptroller
City of Chicago
121 North LaSalle Street
Room 511 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

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

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims (including reasonable attorneys fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress And Egress.

Subject to rules and regulations governing the use of the Airport, the Licensee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have the right of reasonable ingress to and egress from the granted

premises, provided, however, that the suppliers of services, furnishings, materials, or stock shall do so in such reasonable manner and at such times so as not to interfere with normal Airport operations.

Article XVII.

Assignment, Subletting, Change Of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subjected to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

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

Article XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Sixty Thousand and No/100 Dollars ($60,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

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

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled: "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or physical or mental handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, 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., Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*, and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 8, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

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

Nondiscrimination In The Use Of The Premises By Licensee.

This Agreement involves the construction of, use of, or access to, space on, over, or under real property acquired or improved under the Airport Development Aid Program and the

Federal Aviation Administration, and therefore involves activity which services the public.

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

The breach of any of the above nondiscrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

This entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fee for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor, lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence Of Agreement.

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

Article XXV.

Rules, Regulations, Laws, Ordinances And License.

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

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 20 North Clark Street, Room 3000, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at Minneapolis-St. Paul International Airport, c/o Touch The Earth, Inc., St. Paul, Minnesota 55117, Attention: Corporate Secretary, or to such other address as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity or any such covenant, condition or

provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition Of Recordation.

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

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

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seal on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Initial Schedule of Merchandise attached to the foregoing ordinance reads as follows:

Initial Schedule Of Merchandise.

Products.

Great Lakes Trading Company will carry unique Native American products and related items, and supportive merchandise to cover a broad range of interests and wide range of pricing. The store will feature various goods associated with the tribes of North America. These will include collectable artifacts such as headdresses, dance shields, kachinas, ceremonial pipes, beaded moccasins, rugs, blankets, masks, ceremonial fans, pottery, snowshoes, sand paintings, sculpture, fetishes, etc., ranging in price from $3.50 to $850.00.

Other Indian Products Include:	Price Range		
Pipestone pipes, jewelry, sculpture	$4.50	-	$200.00
Soapstone sculpture	2.50	-	55.00
Birchbark toys, canoes	2.25	-	95.00
Bark, ash and willow baskets	4.50	-	80.00

Quill and beadwork jewelry	$8.00	-	$125.00
Dolls	2.95	-	85.00
Pottery	3.50	-	150.00
Sand paintings	4.00	-	160.00
Hand stretched furs	95.00	-	195.00
Southwestern silver and turquoise jewelry	3.50	-	1,800.00
Northwest coast silver jewelry	18.00	-	120.00
Art prints	8.00	-	240.00
Tamarack decoys	27.00	-	160.00
American Indian food products	.50	-	11.25
Handmade toys and games	4.50	-	16.50

Related and Support Merchandise Includes:

Hudson Bay blankets	85.00	-	250.00
Themed cards, stationery items	.95	-	8.50
Black Hills gold jewelry	9.00	-	125.00
Themed plush	4.00	-	85.00
North American game and bird mounts	95.00	-	3,200.00
Animal wood carvings	12.00	-	120.00
Leather goods	1.25	-	65.00
Moccasins	14.00	-	28.00
Themed T-shirts	7.50	-	19.50
Arrowheads	.50	-	3.50
Related books	1.50	-	19.50

Indian style jewelry	$1.50	-	$9.50
Themed souvenirs	.95	-	12.95
Themed buckles	4.50	-	29.50

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

TRANSFER OF FUNDS AUTHORIZED WITHIN COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Account	Number	Amount
Personal Services	100 15-2050 0000-0000	$1,500.00

TO:

Account	Number	Amount
Commodities	100 15-2050 0300-0350	$1,500.00

SECTION 2. That the sole purpose of this transfer of funds is to provide funding for the purchase of necessary equipment.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED WITHIN COMMITTEE ON FINANCE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriation to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriation:

FROM:

Account	Number	Amount
Technical Meeting Costs	100-15-2010-0169	$10,000.00

TO:

Account	Number	Amount
Stationery and Office Supplies	100-15-2010-0350	$10,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds for the payment of stationery and office supplies.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED WITHIN COMMITTEE ON BUILDINGS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Account	Fund	Number	Amount
Personal Services	100	15-2030.0000	$6,000

TO:

Account	Fund	Number	Amount
Contractual Services	100	15-2030.0100	$6,000

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

REPROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT SALVAGE FUNDS TO PROVIDE SUPPLEMENTAL FUNDS FOR INFANT MORTALITY REDUCTION INITIATIVE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt a proposed resolution authorizing the reprogramming of Community Development Block Grant Salvage Funds, in the amount of $193,000, to provide supplemental funds to ten health networks for the Infant Mortality Reduction Initiative.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $10,000 appropriated for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $590,000 of Community Development Block Grant funds to the Infant Mortality Reduction Initiative through which delegate agencies provide educational and direct services to reduce infant mortality; and

WHEREAS, The Commissioner of the Department of Health requests an additional $193,000 in funds for the Infant Mortality Reduction Initiative to supplement the following State funded health networks to provide services:

C.N.C.E./Network	C.D.B.G. Supplemental
Austin (Habilitative Systems, Inc.)	$21,097
Humboldt Park (Humboldt Park Infant Mortality Reduction Initiative)	12,744
West Garfield Park (New Bethel Life)	9,291
East Garfield Park (C.D.O.H.)	8,516
Family Life Organization (T.W.O.)	29,614
Westside Futures (Y.M.C.A.)	11,613
Englewood Quality of Life	23,033
North Lawndale (W.A.C.A.)	11,613
Visions for Life (H.R.D.I.)	28,065
Southside Infant Health Network (Urban League)	37,936
TOTAL:	$193,552; and

WHEREAS, Community Development Block Grant Salvage Funds have been identified; now, therefore,

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

SECTION 1. The sum of $193,000 of Community Development Block Grant funds be reprogrammed to the Year XIII Infant Mortality Reduction Initiative under the Department of Health.

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

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SUNDRY LOCATIONS.

The Committee on the Budget and Government Operations submitted seven proposed orders (under separate committee reports) recommending that the City Council authorize the installation of water mains at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Grenshaw Street from South Throop Street to South Loomis Street: 664 feet of 8-inch ductile iron water main, at the total estimated cost of $109,413.54 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00574.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Longwood Drive from West 95th Street to West 97th Street and in West 96th Street from South Longwood Drive to 352 feet EEL: 1,727 feet of 8- inch ductile iron water main, at the total estimated cost of $173,316.48 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W- 706) Construction.

The above work is to be done under Order No. A-00572.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 49th Street from South Kilbourn Avenue to South Kostner Avenue: 606 feet of 8-inch ductile iron water main, at the total estimated cost of $74,834.68 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00557.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 60th Street from South Laflin Street to South Justine Street; 328 feet of 8-inch ductile

iron water main, at the total estimated cost of $55,239.76 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W- 706) Construction.

The above work is to be done under Order No. A-00569.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 72nd Street from South Halsted Street to South Racine Avenue; 2,614 feet of 8-inch ductile iron water main, at the total estimated cost of $304,824.48 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00567.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 98th Street from South Damen Avenue to South Leavitt Street; 1,323 feet of 8-inch ductile iron water main, at the total estimated cost of $151,067.95 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00571.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 112th Street from South Homan Avenue to South Central Park Avenue, and in South Drake Avenue from West 112th Street to 300 feet SSL of West 112th Street; 669 feet of 12-inch ductile iron water main, and 901 feet of 8-inch water main at the total estimated cost of $175,447.39 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00570.

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR PROJECT ENTITLED "RECONSTRUCTION OF W.P.A. STREETS" REPEALED.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed substitute ordinance transmitted therewith:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on July 9, 1985, (Council Journal, pages 18644--18645) authorizing an allocation of Motor Fuel Tax

Funds in the sum of $1,300,000 for the project entitled "Reconstruction of W.P.A. Streets" is hereby repealed.

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

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

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

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR CONSTRUCTION AND ENGINEERING OF W.P.A. STREETS REPEALED.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed substitute ordinance transmitted therewith:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on November 20, 1985, (Council Journal, pages 22654--22656) authorizing an allocation of Motor Fuel Tax Funds in the sum of $1,231,657 for construction and engineering of various W.P.A. Streets is hereby repealed.

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

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

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

ALLOCATION OF MOTOR FUEL TAX FUNDS FOR 1987 STREET LIGHT ENERGY COSTS INCREASED.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed substitute ordinance transmitted therewith:

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the additional sum of $2,531,657 from that portion of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Traffic Light Energy Costs, Citywide for the period from January 1, 1987 and ending December 31, 1987, in addition to the sum of $3,646,105 previously allocated for said purpose. The total allocation for said purpose is $6,177,762.

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

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

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

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

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

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

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

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

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

FUNDS APPROPRIATED FOR BULK REFUSE COLLECTION AND ANNUAL APPROPRIATION ORDINANCE AMENDED CONCERNING CERTAIN ACTIVITIES OF DEPARTMENT OF REVENUE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing a transfer of funds for bulk refuse collection and a supplemental appropriation of funds for the cleaning of vacant lots and for additional activities of the Department of Revenue, Bureau of Administrative Adjudication.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise and perform any function pertaining to its government and affairs; and

WHEREAS, The validity of the Boat Mooring Tax, Chapter 200.8 of the Municipal Code, has been sustained by the Illinois Supreme Court; now, therefore,

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

SECTION 1. The following amount not previously appropriated has become available to the City of Chicago in Fund 100, the Corporate Fund, for the reason described below:

Fund 100-Corporate

From revenues from the Boat Mooring Tax, Chapter 200.8 of the Municipal Code of Chicago $6,000,000

SECTION 2. The Annual Appropriation Ordinance for the Year 1987, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated as follows:

[Amendments attached to this ordinance printed on pages 2253 through 2255 of this Journal.]

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

COMMITTEE ON BUILDINGS.

REAPPOINTMENTS OF MR. ERNEST BUSH, JR. AND MR. JOSEPH BANKS AS MEMBERS OF BUILDING BOARD OF APPEALS.

The Committee on Buildings submitted the following report:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a communication from The Honorable, Mayor Harold Washington (which was referred on May 13, 1987) recommending the reappointments of Ernest Bush, Jr. and Joseph Banks as members of the Building Board of Appeals for terms expiring April 21, 1989, begs leave to recommend that Your Honorable Body *Pass* said recommendations as submitted.

This recommendation was concurred in by the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

(Continued on page 2256)

CORRECTIONS AND REVISIONS OF 1987 BUDGET RECOMMENDATIONS

FUND 100 - CORPORATE

PAGE	CODE	DEPARTMENT AND ITEM	STRIKE NO.	STRIKE AMOUNT	INSERT NO.	INSERT AMOUNT
		Revenue of Year 1987 Appropriable		1,371,918,298		1,377,918,298
		Other Revenue		1,339,512,764		1,345,512,764
		Total Appropriable for Charges and Expenditures (Exclusive of liabilities at January 1, 1987).		1,371,918,298		1,377,918,298
		Boat Mooring Tax				6,000,000
		Total Other Revenue Corporate Fund		1,339,512,764		1,345,512,764
		DEPARTMENT OF REVENUE - 29-2005				
56	.0005	Salaries and Wages - On Payroll		5,535,345		6,029,679
	.0020	Overtime		30,000		54,098
	.0130	Postage		691,080		733,808
	.0140	Professional and Technical Services		486,050		3,557,400
	.0155	Property Rental		0		170,000
	.0157	Rental of Equipment and Services		37,481		501,281
	.0179	Messenger Service		0		14,000
	.0224	Mileage		0		500
	.0245	Out-of-Town Travel		0		7,000
	.0270	Local Transportation		2,000		2,500
	.0320	Gasoline		20,000		30,000
	.0340	Material and Supplies		231,700		233,100
	.0350	Stationery and Office Supplies		155,965		268,215
	.0366	Auto Maintenance		0		500
	.0422	Office Machines		14,575		27,675
	.0424	Furniture and Furnishings		20,000		24,500
	.0440	Machinery and Equipment		32,500		52,500
	.0540	Construction of Buildings and Other Structures		100,000		203,000
	.0700	Contingencies		0		25,000
		DEPARTMENT OF STREETS AND SANITATION - 81 Bureau of Street Operations - 81-2025				
	.9130	For expenditures associated with lot cleaning.				1,421,940
	2025.9100	For Specific Purposes as specified				1,421,940

CORRECTIONS AND REVISIONS OF 1987 BUDGET RECOMMENDATIONS

FUND 100 - CORPORATE

PAGE	CODE	DEPARTMENT AND ITEM	STRIKE NO.	STRIKE AMOUNT	INSERT NO.	INSERT AMOUNT
		REVENUE #29/3027 - ADMINISTRATIVE ADJUDICATION				
59	0266	Manager of Billing and Collections	0	0	1	37,236
	0209	Supervisor of Collection and Processing	0	0	1	27,852
	0209	Supervisor of Collection and Processing	0	0	1	29,280
	0209	Supervisor of Collection and Processing	0	0	1	30,720
	0303	Administrative Assistant III	0	0	2	20,796
	0303	Administrative Assistant III	0	0	1	21,828
	0413	Inquiry Aide I	0	0	1	13,440
	0146	Senior Account Clerk	0	0	1	13,440
	0235	Teller	0	0	7	12,852
	0403	Senior Clerk	0	0	3	11,664
	0421	Principal Clerk	9	14,076	12	14,076
	0682	Supervisor of Data Entry Operators	0	0	1	22,908
	0665	Senior Data Entry Operator	0	0	1	15,528
	0206	Head Cashier	0	0	1	15,528
	0206	Head Cashier	0	0	1	16,296
	0664	Data Entry Operator	0	0	4	13,440
	0229	Chief Revenue Analyst	0	0	1	37,236
	0228	Principal Revenue Analyst	0	0	2	26,556
	0101	Accountant I	0	0	1	18,852
	0192	Auditor II	0	0	2	20,988
	0743	Supervisor of Information Services	0	0	1	25,272
	0742	Public Information Assistant II	0	0	2	17,112
	0741	Public Information Assistant I	0	0	5	14,076
	0833	Word Processing Operator	0	0	1	13,536
	0205	Cashier	0	0	2	14,076
		3015 - LICENSE TAX				
57	1231	Tax Investigator	2	20,796	3	20,796
	1042	Tax Examiner	6	15,528	8	15,528
58	0413	Inquiry Aide I	0	0	2	12,852
	1199	Data Processing Coordinator	0	0	1	20,796
		Less Turnover		329,935		763,285

CORRECTIONS AND REVISIONS OF 1987 APPROPRIATION ORDINANCE

PAGE____

FUND: Corporate - 100

Page	Code	Department and Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Department of Streets and Sanitation - 81 Bureau of Sanitation - 2020				
179	.9131	Total cost of bulk collection				$2,531,657
		Department of Streets and Sanitation - 81 Bureau of Electricity Electrical Maintenance and Operation Division -2030				
183	.0184	Electricity		$3,021,200		$ 489,543



(Continued from page 2252)

On motion of Alderman Roti, the committee's recommendations were *Concurred In* and the said proposed reappointments of Mr. Ernest Bush, Jr. and Mr. Joseph Banks as members of the Building Board of Appeals were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

Nays -- None.

Action Deferred -- MUNICIPAL CODE AMENDED BY ADDING NEW CHAPTER 78.5, ENTITLED "SECURITY DEVICES IN RESIDENTIAL BUILDINGS."

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

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred on May 13, 1987) amending Chapter 78-73 pertaining to Residential Building Security, begs leave to recommend that Your Honorable Body pass the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

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

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, The City Council finds that in order to protect the public health, safety and welfare by affording reasonable protection against such crimes as burglary and home

invasion, it is necessary to establish minimum requirements for security devices in residential buildings; now, therefore,

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

SECTION 1. That the Municipal Code of Chicago is hereby amended by adding thereto a new Chapter 78.5, entitled "Security Devices in Residential Buildings", to read as follows:

78.5-1 Scope. This chapter applies to and regulates all one-family dwellings as defined in Chapter 48-2.1, all multiple dwellings, and all buildings of mixed occupancy having any dwelling units, provided however that the following shall be excluded from the requirements of this chapter:

(a) owner-occupied dwelling units;

(b) housing accommodations in a hotel, motel, inn, tourist house, rooming or boarding house, hospital, convent, monastery, extended care facility, asylum, not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning; and

(c) a dwelling unit in a cooperative occupied by the holder of a proprietary lease.

78.5-2 Definitions. Whenever used in this chapter, the following words and phrases shall have the following meanings:

(a) "Dwelling unit" shall mean the part of a building that is used as a home, residence or sleeping place by one or more persons who maintain a household.

(b) "Dwelling unit entrance" shall mean a door providing direct access to a dwelling unit.

(c) "Building entrance" shall mean an entrance providing access from outside the building or from an entry vestibule to an interior corridor, lobby or stairway which leads to individual dwelling unit entrances.

(d) "Deadbolt lock" shall mean a locking bolt with no automatic spring action which is held fast when in the projected position. For purposes of this Chapter, a deadbolt lock may be of the tubular, rim-mounted, or vertical drop type.

(e) "Deadlocking latch" shall mean a latch in which the latch bolt is positively held in the projected position by a guard bolt, plunger or auxiliary mechanism.

(f) "Security collar" shall mean a metal ring or plate protecting the otherwise exposed portion of a cylinder lock from wrenching, prying, pulling or cutting by attack tools.

(g) "Cylinder lock" shall mean a locking device using tumblers to activate the releasing mechanism.

(h) "Latch" shall mean a device which automatically holds a door in a closed position by engaging a strike upon closing.

(i) "Viewing device" shall mean a device which allows a person inside a dwelling unit to view a person immediately outside the dwelling unit entrance without opening the door. For purposes of this chapter, a viewing device may be a peephole with a 160 degree peepsite, a window, or any other device which accomplishes the purpose of a viewing device without altering the fire resistive rating of the door, walls or any other portion of the building.

78.5-3 Dwelling Unit Entrance Doors. Every dwelling unit entrance door other than a sliding glass patio door shall be equipped with a deadbolt lock with at least a one inch saw-resistant bolt projection, or with a rim-mounted deadbolt lock or vertical drop deadbolt lock providing equivalent security. Every such lock shall be operated from the outside by a key and from the inside by a turnpiece, handle or knob which does not require a key or any special knowledge to operate. Every lock cylinder which projects beyond the face of the door or is otherwise accessible to gripping tools shall be equipped with a security collar and a guard plate designed to protect the cylinder from removal or drilling. Outside door hinges shall be equipped with non-removable hinge pins or jam pins. Every dwelling unit entrance door shall be equipped with a viewing device. Every sliding glass patio door providing direct access to a dwelling unit and located within 20 feet of ground level or within 10 feet of an adjacent roof or within 10 feet of an exterior stairway, fire escape, ramp or porch accessible from ground level shall be equipped with a johnny bar or other device which securely locks the moveable leaf in the closed position and which does not require a key or any special knowledge to operate from the inside. Every such sliding glass patio door shall be so constructed that it will resist removal from its tracks when in the closed position.

78.5-4 Building Entrances. Every building entrance shall be secured by a door equipped with a deadlocking latch with at least a one-half latch bolt projection. The latch shall be operated from the outside by a key and from the inside by a device which does not require a key or any special knowledge to operate, such as a turnpiece, handle, knob, panic hardware or electric latch release system which can be overridden by doorknob release. If an entrance is so constructed that entry to the interior of the building is gained by passage through an enclosed vestibule, the requirements of this section shall be deemed to be met if either the outer door leading from the exterior to the vestibule or the inner door leading from the vestibule to the interior of the building is equipped with the type of latch prescribed herein. A double leaf door shall be deemed to meet the requirements of this section if the inactive leaf is equipped with flush bolts at head and foot and the active leaf is equipped with the type of latch prescribed herein. The requirements of this section shall not apply to a building entrance where an attendant is continuously on duty.

78.5-5 Window Locks. Every window which is openable and which is located within 20 feet of ground level or within 10 feet of an adjacent roof or within 10 feet of an exterior stairway, fire escape, ramp or porch accessible from ground level shall be equipped with a lock which when in the locked position will prevent the window from being opened from outside the building. Every such window to a dwelling unit, other than a casement window or any other window which opens on hinges, shall also be provided with a device

which will allow the window to be fixed in an open position of not less than four inches and not more than six inches, and which when in the locked position will prevent the window from being moved to a more open position from outside the building. Latching or locking devices on storm window sashes or screen frames shall not be deemed to meet the requirements of this section.

SECTION 2. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance or application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons and circumstances, but shall be confined in its operations to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.

SECTION 3. Enactment. This ordinance shall be in full force and effect *on and after January 1, 1988.*

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration five communications signed by The Honorable Harold Washington, Mayor (which was referred to your committee on June 30, 1987) to appoint four people to the Board of Ethics for terms commencing on August 1, 1987 as follows:

Rev. A. Patterson Jackson for a four year term; and

Sol Brandzel for a two year term; and

Mary L. Milone for a two year term; and

Marlene O. Rankin for a one year term.

These recommendations were concurred in unanimously by the committee with no dissenting votes.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer, the committee's recommendations were *Concurred In* and the said proposed appointments were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 42.

Nays -- None.

Action Deferred -- APPOINTMENT OF MR. DONALD L. BENEDICT AS MEMBER OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report, which was, on motion of Alderman Kotlarz and Alderman Hagopian, *Deferred* and ordered published:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had under consideration a communication signed by The Honorable Harold Washington, Mayor (which was referred to your committee on June 30, 1987) to appoint Mr. Donald L. Benedict to the Board of Ethics for a three-year term commencing on August 1, 1987.

This recommendation was concurred in unanimously by the committee with no dissenting votes.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

Action Deferred -- AMENDMENT OF CHAPTER 193 OF MUNICIPAL CODE BY ADDITION OF NEW SECTIONS CONCERNING DISCLOSURE OF HEATING COSTS TO TENANTS.

The Committee on Human Rights and Consumer Protection submitted the following report, which was, on motion of Alderman Stone and Alderman Banks, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having under consideration a communication concerning the amending of Chapter 193-2 of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body approve the said proposed communication transmitted herewith.

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

Respectfully submitted,
(Signed) PERCY GILES,
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 Chapter 193 of the Municipal Code of Chicago is hereby amended by inserting therein, in their proper numerical sequence, Chapter 193-2 and new sections to be known, respectively, as Sections 193-2.1 through 193-2.7, and to read in italics as follows:

193-2.1. It shall be unlawful for a building or dwelling unit owner, or agent thereof, to execute an oral or written lease, to contract to lease, or to accept any money or other valuable consideration in an application for a oral or written lease for a dwelling unit which is primarily heated by natural gas or electricity and in which the heating costs are the responsibility of the tenant without disclosing to the tenant or applicant in written form:

(1) That the cost of heating shall be the responsibility of the tenant, and

(2) The projected average monthly cost of utility service from the utility providing the primary source of heat based on energy consumption during the most recent period of continuous occupancy by one or more prior occupants, current or estimated rates and normal weather.

Further, it shall be unlawful for a building or dwelling unit owner, or agent thereof, to execute a written lease for such a dwelling unit without making such disclosures within such written lease.

The tenant or applicant shall be required to execute a receipt acknowledging that the written disclosure has been made.

193-2.2. The provisions of Section 193-2.1 shall apply to rental dwelling units which are heated primarily by natural gas or electricity and in which utility service for heat is

individually metered to each dwelling unit and tenants are directly responsible to the utility company for paying the cost of energy to supply heat.

193-2.3. Except as provided in Section 193-2.4, the information required in Section 193-2.1 and Section 193-2.5(3) shall be provided by the utility company which supplies energy for the primary heating source to the dwelling unit upon the written request of the building or dwelling unit owner or his agent. Every such written request shall contain an affirmative statement that the person or entity making the request possesses legal and/or equitable title to the property in which the dwelling unit is located or is the agent of such person or entity. The utility company receiving such written request shall be entitled to rely on the affirmative representation of such owner or agent and shall not be obligated to do anything further to ascertain or confirm the identity of the owner and/or agent of the property.

The utility company shall devise forms to be used for requesting and providing this information. The City shall undertake a program to educate the public and shall make request forms available throughout the City. Under no circumstances shall the information provided to building or dwelling unit owners, tenants or prospective tenants under this process disclose payment records of or the name to whom the account was formerly billed. The utility company shall provide such information within two (2) weeks of its receipt of a properly executed written request.

Once received by the owner or agent, the information provided by the utility shall be considered valid for the disclosure purposes of this Chapter for six (6) months.

The information required in Section 193-2.1 and provided by the utility company providing the primary source of heat shall not be construed as an offer or guarantee by the utility company to provide energy for the projected average monthly cost contained in the information or estimate, and the utility company shall not be liable for any difference between the projected average monthly cost and the actual cost incurred by the tenant or owner to whom the information or estimate is disclosed. Nothing in this Chapter shall be construed as relieving any person of the responsibility of paying the amounts billed them for utility service by a utility company.

193-2.4. For any dwelling unit which has been newly converted to a natural gas or electric individually metered heating system or for new construction of a property primarily heated by natural gas or electricity which does not have any energy consumption history for the individually metered system, the owner or his agent shall provide estimates of the unit's energy consumption for the utility service used for primary heating to the lessee, prospective tenant, purchaser or prospective purchaser. Such estimates may be analyses supplied by a utility company, a registered professional engineer or architect and shall be performed by the "degree day method" prescribed in the most recent Handbook of the American Society of Heating, Refrigerating and Air-Conditioning Engineers (A.S.H.R.A.E.).

193-2.5. All owners of residential dwelling units and buildings (and their agents) shall, at the time of any offering for sale or transfer of the beneficial interest in such property, including contract sale, be required to provide to the purchaser or prospective purchaser copies of bills or receipts for heating utility or fuel costs for the dwelling unit or

building or the previous twelve months during which the dwelling unit or building was continuously occupied. In the alternative, the disclosure requirement shall be satisfied by the provision of information supplied from the utility providing the primary source of heat as in Section 193-2.3 or, if appropriate, as in Section 193-2.4.

Further, it shall be unlawful for a building or dwelling unit owner, or agent thereof, to execute a written contract for sale or transfer of the beneficial interest for such residential dwelling unit(s) or building without making such disclosures within such written contract for sale or transfer. Such disclosure of information shall include:

(1) For single family dwellings: the monthly and total annual consumption and cost for the primary heating energy or fuel (natural gas, electricity, or fuel oil);

(2) For the entire building or for a dwelling unit in a multi-family building in which heating service for such dwelling is centrally metered and owner or tenant paid: total cost and consumption for the primary heating energy or fuel (natural gas, electricity or fuel oil) for such entire building and the amounts thereof allocated to any particular dwelling unit in question, if applicable;

(3) For the entire building or for a dwelling unit in a multi-family building in which the dwelling units are individually metered to each dwelling unit and owner or tenant paid: the total cost and consumption of the primary heating energy or fuel (natural gas, electricity or fuel oil) for such entire building and the amounts billed to any particular dwelling unit in question, if applicable.

193-2.6. The Commissioner of Consumer Services shall administer Chapter 193-2 and may adopt rules and regulations for the effective administration of Chapter 193-2.

193-2.7. Penalties:

(1) Any building or dwelling unit owner, or agent thereof, who fails to provide or who falsifies information required to be provided by Chapter 193-2 commits an offense and may be fined not to exceed Five Hundred Dollars ($500) for each offense.

(2) Any person who falsely claims or misrepresents himself to be an owner or agent in any disclosure or request for information made with regard to Chapter 193-2 commits an offense and may be fined not to exceed Five Hundred Dollars ($500) for each offense.

SECTION 2. This ordinance shall be in full force and effect with respect to written and oral leases, sales, and contracts for sale effective on and after October 1, 1987.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

Action Deferred -- PRESIDENT OF THE UNITED STATES AND GOVERNOR OF ILLINOIS URGED TO OPPOSE TRAINING OF ILLINOIS NATIONAL GUARD IN CENTRAL AMERICA AND TO PLACE THIS SUBJECT AS ADVISORY REFERENDUM AT MARCH 15 PRIMARY ELECTION.

The Committee on Intergovernmental Relations submitted the following report, which was, on motion of Alderman Natarus and Alderman Cullerton, *Deferred* and ordered published:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on May 13, 1987) memoralizing the President of the United States and Governor James Thompson to cease training of Illinois National Guardsmen in Central America. The resolution also directs the Chicago Board of Elections Commissioners to place an advisory referendum to be scheduled at the next general primary election on March 15, 1988 which will read as follows: "Shall the Illinois National Guard, considering the current state of civil unrest in Central America, stop training in that region."

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

Respectfully submitted,
(Signed) ROMAN C. PUCINSKI,
Chairman.

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

WHEREAS, More than 800 members of the Illinois National Guard have been deployed to Honduras for training during the first five months of 1987; and

WHEREAS, The 800 Illinois National Guard members represent 95% of all Guard members nationwide being trained in Honduras; and

WHEREAS, Many of these guardsmen and women are from the City of Chicago including disproportionate numbers of Hispanics and Blacks; and

WHEREAS, There exists a danger that a major war in Central America could break out imminently, leading to casualties of state national guard personnel training in Central America; and

WHEREAS, Our sons and daughters are being endangered in Central America due to the callousness of the Reagan Administration's Central American Policy, once again demonstrating the President's lack of sensitivity to the concerns of minorities, particularly of Blacks and Hispanics; and

WHEREAS, Young men and women in the City of Chicago are recruited into the Illinois National Guard with promises of educational benefits and opportunitites to serve in their local communities in the Chicago area; and

WHEREAS, The traditional role of state national guard units is to assist with natural disasters and civil disorders in their home states; and

WHEREAS, The United States Constitution, Article I, Section 8, Clause 16, assigns to the states the authority over training their national guard; and

WHEREAS, Governor James Thompson's statement, "We don't want to go back to the days when we have nothing but a state militia, all paid for by state funds," is totally contrary to the Militia Clause of the United States Constitution, Article I, Section 8, Clause 16; and

WHEREAS, The sending of Illinois National Guard to Central America only "for purposes of training" clearly falls under the scope of Clause 16 in Article I, Section 8, and thus clearly mandates Governor Thompson's obligation and responsibility to the citizens of the State of Illinois to strongly oppose any further activity of the Illinois National Guard in Central America; and

WHEREAS, The State of Minnesota, supported by ten other states have initiated a federal lawsuit calling into question the constitutionality of a federal statute which proports to deny state officials the authority to make decisions on how and where a state's unfederalized National Guard Troops shall be trained; and

WHEREAS, The City Council has been requested by some of its citizens to consider the submission of an advisory referendum question, as set forth with particularity below, on the issue of whether Illinois National Guardsmen and women should be trained in Central America, such question to be submitted to the voters of the City of Chicago at the next general primary election now scheduled for March 15, 1988; and

WHEREAS, The results of such a local referendum will constitute the opinion of the residents of the City of Chicago who pay taxes to support the operations of the Illinois National Guard; and

WHEREAS, The opinion of the voters of the City of Chicago on this question is important to public officials who must determine the best public policy for the activities of the Illinois National Guard; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the next general primary election now scheduled for March 15, 1988; now, therefore,

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

SECTION 1. It is the determination of the City Council that the following question of public policy be submitted to the voters of this City as an advisory referendum at the next general primary election now scheduled for March 15, 1988, to wit:

"Considering the current state of civil unrest occurring in Central America, should Illinois National Guard troop training in Central America be halted?"

SECTION 2. This referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of general primary elections, and in accordance with the statutes calling for the next general primary election now scheduled for March 15, 1988, and providing for the pertinent publications, ballots, polling places, and election judges for the election.

SECTION 3. The City Clerk shall deliver a certified copy of this resolution to the Chicago Board of Election Commissioners within 24 hours after its passage.

SECTION 4. The City Council of the City of Chicago hereby calls upon the President of the United States to cease training of State National Guard units in Central America so long as the conflict in that region persists.

SECTION 5. The City Council of the City of Chicago further calls upon the Governor of Illinois to exercise all his powers under the Constitutions of the United States and of the State of Illinois, under the laws, to cease training of State National Guard units in Central America so long as the conflict in that region persists.

COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, accepting the bids for purchase of certain City-owned vacant property.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

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

1332--1334 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Madison Street Partnership, c/o HydroAire Incorporated, 5239 West Diversey Avenue, Chicago, Illinois 60639 to purchase for the sum of $23,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, pages 34512--34513 described as follows:

> Lots 16 and 17 in Block 6 in Malcomb McNeil's Subdivision of Blocks 6, 7, 8 of Wright's Addition to Chicago, also described as the West 466 feet of Lot 7 of Circuit Court Partition of the Southwest 1/4 of the East 1/2 of the Southwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1332--1334 West Madison Street, Permanent Tax Nos. 17-08-335-021 and 020.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $2,300.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1174 North Milwaukee Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of James E. Wells, 442 West Wellington Avenue, Chicago, Illinois 60657 to purchase for the sum of $8,010.00, the City-

owned vacant property, previously advertised, pursuant to Council ordinance passed February 15, 1984, pages 5070--5071 described as follows:

Lot 13 in Block 1 in Page Brothers' Subdivision of Block 15 and the Northwesterly 1/2 of Block 18 in the Canal Trustees' Subdivision in the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1174 North Milwaukee Avenue, Permanent Tax Nos. 17-05-300-018 and 019.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $801.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES REJECTED AND AUTHORITY GRANTED TO RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted seventeen proposed ordinances recommending that the City Council pass said proposed ordinances transmitted therewith, rejecting bids for purchase of specified City- owned vacant properties and authorizing the Department of Housing to re- advertise the same for sale.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

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

1639 South Lawndale Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Mable Flowers, 1645 South Lawndale Avenue, Chicago, Illinois 60623 to purchase for the sum of $1,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 30, 1986, pages 35392--35393.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 162 and 163 in Lansingh Addition to Chicago in the Southwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1639 South Lawndale Avenue, Permanent Tax No. 16-23-306-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

3739--3759 West 15th Street/1501--1503 South Hamlin Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Vernal Lollar, 1507 South Hamlin Avenue, Chicago, Illinois 60623 to purchase for the sum of $30.00 the City-owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, pages 34520--34521.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer

necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 13 in Block 3 in Bond's Addition to Chicago, a Subdivision of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 3753--3759 West 15th Street/1501--1503 South Hamlin Avenue, Permanent Tax No. 16-23-126-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

7011--7013 South Harper Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Herbert Ellis, 6913 South Cornell Avenue, Chicago, Illinois 60649 to purchase for the sum of $2,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed March 12, 1986, page 28568.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 42 and 41 in Block 1 in Parkside, being a Subdivision of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7011--7013 South Harper Avenue, Permanent Tax Nos. 20-23-424-004 and 005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

2701--2709 West 38th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Doris H. Tohme, 3754 South Washtenaw Avenue, Chicago, Illinois 60632 to purchase for the sum of $5,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 30, 1986, page 35399.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 1 to 3 in Block 14 in Corwith's Resubdivision of Lots 81 to 120, 124 to 140 and 144 to 150 and 152 to 157 in Town of Brighton on Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2701--2709 West 38th Street, Permanent Tax No. 16-36-422-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

2946 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of James A. and Evelyn Crawford, 1124 South Richmond Street, Chicago, Illinois 60612 to purchase for the sum of $2,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 12, 1986, page 33863.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 6 in Henneberry's Subdivision of Block 28 in Clarke Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2946 West Roosevelt Road, Permanent Tax No. 16-13-328-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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558 West Lake Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Robert C. Kamen, 525 West Hawthorne Place, Chicago, Illinois 60657 to purchase for the sum of $64,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 16, 1986, pages 26275--26276.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Sub Lot 1 to Lots 6 and 7 in Block 24 Original Town, East half of the Southwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 558 West Lake Street, Permanent Tax No. 17-09-315-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

6357--6359 South Champlain Avenue/640--642 East 64th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Vernon Baptist Church, 6400 South Champlain Avenue, Chicago, Illinois 60637 to purchase for the sum of $3,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 6, 1986, page 8576.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 28 and 29 in Block 3 in Loring and Gibb's subdivision of part of the Northeast quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6357- -6359 South Champlain Avenue/640--642 East 64th Street, Permanent Tax No. 20-22-205-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

1639 North Honore Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Peter J. McGrath, 6422 North Spokane Avenue, Chicago, Illinois 60646 to purchase for the sum of $2,300.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 6, 1984, page 8579.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 69 in Subdivision of Block 35 in Sheffield Addition in the Southeast quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1639 North Honore Street, Permanent Tax No. 14-31-427-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

2306 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of Craig Cohn, 1159 Brandywyn, Buffalo Grove, Illinois to purchase for the sum of $7,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 27, 1980, page 3305.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Those portions of Lots 45 and 46 in Block 9 in Morris and others Subdivision of the West half of the Southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at a point in the North line of said Lot 45, a distance of 23 feet East from the Northwest corner of said Lot: Thence East along the North Line of said Lots 45 and 46, 25 feet and 1-7/8 inches to the center line of a brick wall; thence South along the center line of said wall and parallel with the East line of said Lot 46 to a point in the Northerly line of Ogden Avenue (as widened) thence Westerly along the Northerly line of Ogden Avenue to the South line of Lot 46; thence West along the South line of Lots 46 and 45 to a point in the South line of said Lot 45, a distance of 23 feet East of the Southwest corner of said Lot 45; thence North parallel with the East line of said Lot 45 to the point of beginning (except that part thereof taken for widening 12th Street) in Cook County, Illinois, (commonly known as 2306 West Roosevelt Road, Permanent Tax No. 17-18-335-035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

2851 West Harrison Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Peter Vantholen and Winifred Van Tholen, 904 Sayler, Elmhurst, Illinois to purchase for the sum of $2,500.00, the City-

owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, pages 3594--3595.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 9 in Block 2 in G. W. Clark's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2851 West Harrison Street, Permanent Tax No. 16-13-303-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

5710--5718 West Madison Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Emanuel and Mary Smith, 5708 West Madison Street, Chicago, Illinois 60644 to purchase for the sum of $7,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed December 10, 1986, pages 37942--37943.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 43, 44, 45 and 46 in Block 4 in Henry Waller's Subdivision of the South 43-3/4 Acres of the East 1/2 of the Southeast 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5710--5718 West Madison Street, Permanent Tax Nos. 16-08-421-025 and 024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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224 North California Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Greater Holy Temple Church of God in Christ, 246 North California Avenue, Chicago, Illinois 60612 to purchase for the sum of $500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 16, 1987, pages 38808--38809.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 20 in Graydon & Lawson's Subdivision of Block 15 in D.S. Lee & Others' Subdivision of the Southwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 224 North California Avenue, Permanent Tax No. 16-12-316-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

2348--2352 West Adams Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Monroe and Western Car Shop, Incorporated, an Illinois Corporation, 116 South Western Avenue, Chicago, Illinois 60612 to purchase for the sum of $5,000.00, the City- owned vacant property, previously advertised pursuant to Council authority passed October 6, 1986, page 34496.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer

necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 8 and Lot 9 (except that part thereof taken for Adams Street) in Shoup's Subdivision of Lot 1 in Block 10 in Rockwell's Addition to Chicago, in Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2348- -2352 West Adams Street, Permanent Tax No. 17-18-106-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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212 North Parkside Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of John H. Lofton, 206 North Parkside Avenue, Chicago, Illinois 60644 to purchase for the sum of $750.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 16, 1987, page 38816.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 7 in Subd. of the East 1/2 of Block 8 in Frink's Resubdivision of the North 36 1/4 acres of the East 1/2 of the South East 1/4 of Section 8 in the North 36 1/4 acres of the West 1/2 of the South West 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, being a resubd. of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Superior Court Partition of Above described land and known as Frink's Subd. in Cook County, Illinois (commonly known as 212 North Parkside Avenue, Permanent Tax No. 16-08-410-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

1634 South Troy Street/3139 West Ogden Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Greater Christian Fellowship M. B. Church, 3161 West Ogden Avenue, Chicago, Illinois 60623 to purchase for the sum of $1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 16, 1987, pages 38818-- 38819.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 42 to 45 in Block 6 in Resubdivision of Blocks 6, 7, 16 and 17 in Douglas Park Addition to Chicago in Section 23 and Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1634 South Troy Street/3139 West Ogden Avenue, Permanent Tax No. 16-24-301-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

1251 South Tripp Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of West Side Baptist Church, Incorporated, 4224 West 13th Street, Chicago, Illinois 60623 to purchase for the sum of $500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 16, 1987, page 38819.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 26 in Block 1 in Francis P. Casey's Subdivision of Blocks 1, 2, 3 and 4 in L. C. Paine Freer (as Receiver) Subdivision of the West half of the North East quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1251 South Tripp Street, Permanent Tax No. 16-22-203-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY LOCATED AT 1916 SOUTH KEDZIE AVENUE AND AUTHORITY GRANTED TO RE-ADVERTISE SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, rejecting bids for the purchase of City-owned property located at 1916 South Kedzie Avenue and authorizing the Department of Housing to re-advertise the same for sale.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following are said ordinances as passed:

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

SECTION 1. The City of Chicago hereby rejects the bid of Freddie C. and Callie Peterson, 1918 South Kedzie Avenue, Chicago, Illinois 60623 to purchase for the sum of $1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 27, 1980, page 3301.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Block 15 in Douglas Park Addition to Chicago in Township 39 North, Section 23, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1916 South Kedzie Avenue, Permanent Tax No. 16-23-422-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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

SECTION 1. The City of Chicago hereby rejects the bid of Revelation M. B. Church, 1910 South Kedzie Avenue, Chicago, Illinois 60623 to purchase for the sum of $2,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 27, 1980, page 3301.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Block 15 in Douglas Park Addition to Chicago in Township 39 North, Section 23, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1916 South Kedzie Avenue, Permanent Tax No. 16-23-422-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY
REJECTED UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM AND AUTHORITY
GRANTED TO READVERTISE
SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted three proposed ordinances recommending that the City Council pass said proposed ordinances transmitted therewith, rejecting bids for the purchase of specified City- owned vacant property under the adjacent neighbors land acquisition program and authorizing the Department of Housing to re-advertise the same for sale.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

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

1825 South Carpenter Street.

WHEREAS, The City of Chicago advertised for sale the parcel listed below under the "Adjacent Neighbors Land Acquisition Program", on January 21, 1987; and

WHEREAS, The individual listed below did not qualify as an adjacent neighbor, under the Adjacent Neighbors Land Acquisition Program; now, therefore,

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

SECTION 1. The City of Chicago hereby rejects the bid of the individual listed below to purchase City-owned vacant property under the "Adjacent Neighbors Land Acquisition Program", which was approved by the City Council of the City of Chicago in an ordinance passed on March 6, 1981 and found on pages 584--585 of the Journal of the City Council Proceedings, and as further amended January 7, 1983, found on pages 14803--14805 of the Journal of City Council Proceedings. Said bid and legal description are as follows:

Bidder: Alicia M. Holub
Address: 1819 South Carpenter
Bid Amount: $300.00

City Real Estate No. 3862
Address: 1825 South Carpenter
Index No. 17-20-411-001

Legal Description

Lot 50 in Abel B. Smith's Subdivision of Block 7 of Walsh & McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the

Third Principal Meridian, in Cook County, Illinois, commonly known as: 1825 South Carpenter, Chicago, Illinois.

SECTION 2. The City Clerk is authorized to refund the bid check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the above parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago.

SECTION 4. This ordinance shall take effect and be in full force from the date of its passage.

2229 West Cortland Street.

WHEREAS, The City of Chicago advertised the property listed below under the "Adjacent Neighbors Land Acquisition Program" on September 10, 1986; and

WHEREAS, The individual listed below does not qualify as an adjacent neighbor; now, therefore,

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

SECTION 1. The City of Chicago hereby rejects the bid of the individual listed below to purchase City-owned vacant property under the "Adjacent Neighbors Land Acquisition Program" which was approved by the City Council of the City of Chicago in an ordinance passed on March 6, 1981 and found on pages 584--585 of the Journal of the City Council Proceedings and as further amended January 7, 1983, found on pages 14803--14805 of the Journal of the City Council Proceedings. Said bid and legal description are as follows:

Bidder: Rose L. Lake
Address: 2223 West Cortland
Bid Amount: $306.00

City Real Estate No. 6654
Address: 2229 West Cortland
Index No. 14-31-311-018

Legal Description

Lots 19 and 20 in Block 11 in Pierce's Add'n. to Holstein in the North 1/2 of the Southwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 2229 West Cortland Avenue, Chicago, Illinois.

SECTION 2. The City Clerk is authorized to refund the bid check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise the above parcel of vacant City-owned property which is no longer necessary,

appropriate, required for the use of, profitable to or for use of, profitable to or for the best interest of the City of Chicago.

SECTION 4. This ordinance shall take effect and be in full force from the date of its passage.

10507 South Edbrooke Avenue.

WHEREAS, The City of Chicago advertised the property listed below under the "Adjacent Neighbors Land Acquisition Program" on September 10, 1986; and

WHEREAS, The individual listed below does not qualify as an adjacent neighbor; now, therefore

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

SECTION 1. The City of Chicago hereby rejects the bid of the individual listed below to purchase City-owned vacant property under the "Adjacent Neighbors Land Acquisition Program" which was approved by the City Council of the City of Chicago in an ordinance passed on March 6, 1981 and found on pages 584--585 of the Journal of the City Council Proceedings and as further amended January 7, 1983, found on pages 14803--14805 of the Journal of the City Council Proceedings. Said bid and legal description are as follows:

Bidder: Marshall Williams
Address: 10437 South Prairie
Bid Amount: $50.00

City Real Estate No. 4441
Address: 10507 South Edbrooke
Index No. 25-15-121-003

Legal Description

Lot 34 in the Subdivision of that part lying East of Michigan Avenue of Lot 3 in the Subdivision of Lots 4, 5, 6, 7, & 8 in Assessor's Division of the West 1/2 of the West 1/2 of Section 15, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 10507 South Edbrooke Avenue, Chicago, Illinois.

SECTION 2. The City Clerk is authorized to refund the bid check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise the above-cited parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago.

SECTION 4. This ordinance shall take effect and be in full force from the date of its passage.

AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass forty-four proposed ordinances transmitted therewith, authorizing the Department of Housing, City Real Estate Section, to advertise for sale City-owned vacant property at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

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

4833 West Eddy Street.

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

SECTION 1. The City Real Estate Section, Department of Housing is authorized to advertise for sale the following parcel of improved two-story and part one-story single-family residence which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said property is described as follows:

> Lot 4 in Block 4 in Hield and Martins Addison Avenue Subdivision of the North 1/3 of the North 1/2 of the Southeast 1/4 of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4833 West Eddy Street, Permanent Tax No. 13- 21-403-019).

The building is located on the south side of Eddy Street, having a frontage of 75 feet and a depth of 102.18 feet, containing 7,663.50 sq. ft. and is zoned R3- General Residence District.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Real Estate Section, Department of Housing, 318 South Michigan Avenue, who is authorized to prepare such bidding forms.

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

1949 South Halsted Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 27 Webster's Subdivision of Out Lot 2 in Block 40 in Canal Trustee's Subdivision of West 1/2 of the South West 1/4 of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1949 South Halsted Street, Permanent Tax No. 17-21-314-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

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950 West 33rd Street/3249--3253 South Morgan Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot "A" and Lot 21 in Dwen & Head's Subdivision of Lots 16 & 17, lying East of Laurel Street, in Egan's South Addition in the Northeast 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 950 West 33rd Street/3249--3253 South Morgan Street, Permanent Tax Nos. 17-32-213-009 and 010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2831--2833 West Harrison Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 2 in Clark's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2831--2833 West Harrison Street, Permanent Tax Nos. 16-13-303-010 and 011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

7347 South Racine Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 30 in Block 2 in Samuel Eichberg's Subdivision of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7347 South Racine Avenue, Permanent Tax No. 20-29-216-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1300--1302 North Kedzie Avenue/3200--3216 West Potomac Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 10 and the South 18 feet of Lot 9 in Block 4 in Weage Eberhart Bartlett Subdivision of the South East quarter of the Northeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1300--1302 North Kedzie Avenue/3200- -3216 West Potomac Avenue, Permanent Tax No. 16-02-223-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2930--2932 West Taylor Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 1 and 2 in Level and Hunter's Subdivision of Lots 21 to 24 inclusive of Block 20 of G. W. Clarke's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2930--2932 West Taylor Street, Permanent Tax No. 16-13-318-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2928 West Taylor Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 13 in Block 19 in George W. Clarke's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2928 West Taylor Street, Permanent Tax No. 16-13-318-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

7255--7261 South Vincennes Avenue/146--148 West 73rd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 21, 22 & 23 in Block 14 in Eggleston's Second Subdivision, being a Subdivision of the North 1/2 of the Northeast 1/4 (except the North 1/2 of the North 1/2 of the North 1/2 of said Northeast 1/4 heretofore subdivided as Eggleston's Subdivision in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7255--7261 South Vincennes Avenue/146--148 West 73rd Street, Permanent Tax No. 20-28-213-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2102 South May Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 2 in Mary Cooke's Subdivision of the East 1/2 of Block 22 in Walsh & McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2102 South May Street, Permanent Tax No. 17-20-438-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3808--3810 West Lexington Street/722--724 South Independence Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 9 & 10 in Harshaw & Price's Subdivision of Lot 2 in Block 2 in Circuit Court Partition, being a Subdivision of West 1/2 of the Southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3808--3810 West Lexington Street/722--724 South Independence Boulevard, Permanent Tax No. 16-14-306-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

734--736 South Independence Boulevard/3807--3811 West Lexington Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 42 & 43 in Garfield Boulevard Add'n. to Chicago, in the Southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 734--736 South Independence Boulevard/3807--3811 West Lexington Avenue, Permanent Tax No. 16-14-310-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1505 West Roosevelt Road.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 (except the North 42 feet thereof) in Block 4 in Sampson and Greene's Subdivision of Blocks 2, 3, 4, 5, 6, 11, 12, 13 and 14 in Sampson and Greene's addition to Chicago a Subdivision of the Northwest 1/4 of Section 20, Township 39 North, Range 14 (except 5 Acres in the Northwest corner of the East 1/2) East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1505 West Roosevelt Road, Permanent Tax No. 17-20- 100-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3139 West 38th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 21 in Block 14 in Adam Smith's Subdivision of the South half of the North half of the Southwest quarter of the Southwest of Section 36, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 3139 West 38th Street, Permanent Tax No. 16-36-316-013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1527 West 110th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 12 in Weages Subdivision of Southwest 1/4 of the Southwest 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1527 West 110th Street, Permanent Tax No. 25-17-326-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

4152--4156 South Wabash Avenue/18--24 East 42nd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 25 feet of Lot 11 and all of Lot 12 in Block 9 in Prior & Hopkins Sub. of the West 1/2 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4152--4156 South Wabash Avenue/18--24 East 42nd Street, Permanent Tax Nos. 20-03-112-023 and 024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

7259 South Racine Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Block 3 in E. M. Condits Subdivision of the West half of the Northwest quarter of the Northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as as 7259 South Racine Avenue, Permanent Tax No. 20-29-208-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2434--2436 West Roosevelt Road.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 8 and 9 in Subdivision of Lots 16 to 31 inclusive in Block 4 in S. W. Rawson's Subdivision of the East half of the Southeast quarter of the Southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2434--2436 West Roosevelt Road, Permanent Tax Nos. 16-13-427-037 and 036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

4639--4641 South Langley Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 28 and 19 in Block 2 in Circuit Court Partition of the East 15.08 chains of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4639--4641 South Langley Avenue, Permanent Tax No. 20-03-427-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2408--2410 South Lowe Avenue/2449--2451 South Archer Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 12 in South Branch Addition to Chicago in the Northwest 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2408--2410 South Lowe Avenue/2449--2451 South Archer Avenue, Permanent Index No. 17-28- 125-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

178--184 North Cicero Avenue/4803--4809 West Maypole Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 to 4 in Block 8 in Resubdivision of Blocks 5, 6, 7, and 8 in Derby's Subdivision of the East 1/2 of the Southeast 1/4 of Section 9, Township 39 North, Range 13, (except the 5 acres in the Northeast corner), East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 178-- 184 North Cicero Avenue/4803--4809 West Maypole Avenue, Permanent Tax No. 16-09-419-912).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

814--820 West 70th Street/6955--6957 South Green Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 30 and 31 in Block 8 in Madlung & Edmann's Subdivision of part of the North 3/4 of the Southeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 814--820 West 70th Street/6955--6957 South Green Street, Permanent Tax No. 20-20-423-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1300--1310 West 79th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 16 to 20 in Wm. Esch and Claus F. P. Korsell's Resubdivision, being a Resubdivision of E. P. Griswald's Subdivision of Block 36 in Jones Subdivision of West 1/2 (except certain tracts conveyed) in Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1300--1310 West 79th Street, Permanent Tax No. 20-29-321-040).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2442 West Grenshaw Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 8 in Rawson's Subdivision of Lots 36 to 39, 42 to 45 in Block 3 in Rawson's Subdivision of the East half of the South East quarter of the South East quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2442 West Grenshaw Avenue, Permanent Tax No. 16-13-426-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1701 South Halsted Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 10 in Brooke's Subdivision of Lot 1 in Block 46 in Canal Trustees' Subdivision of the West 1/2 and that part of the Southeast 1/4 West of the Chicago River of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1701 South Halsted Street, Permanent Tax No. 17-21-301-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3924--3926 West Jackson Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 6.66 feet of Lot 37 all of Lot 38 and the West 19 1/2 feet of Lot 39 in Block 7 in Lambert Tree's Subdivision of the West half of the North West quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3924--3926 West Jackson Boulevard, Permanent Tax No. 16-14-106-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3934--3936 West Jackson Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 7 feet of Lot 33 and all of Lot 34 and the West 18 feet of Lot 35 in Block 7 in Lambert Trees Subdivision of the West half of the North West quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3934--3936 West Jackson Boulevard, Permanent Tax No. 16-14-106-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

7641--7643 South Kingston Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> The North 1/2 of Lot 23 and all of Lot 24 in Block 8 in South Shore Park, being a subdivision of the West 1/2 of the Southwest 1/4 of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7641--7643 South Kingston Avenue, Permanent Tax No. 21-30-310-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1310 North Cleveland Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 4 in Owner's Resubdivision of Original Lot 33 (except the South 38 feet) in Butterfield's Addition to Chicago in Section 4, Township 39 North, Range 14, East of

the Third Principal Meridian, in Cook County, Illinois (commonly known as 1310 North Cleveland Avenue, Permanent Tax No. 17-04-122-076).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1314 North Cleveland Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Owner's Resubdivision of original Lot 33 (except the South 38 feet thereof) in Butterfield's Addition to Chicago in the West half and the South East quarter of the North West quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1314 North Cleveland Avenue, Permanent Tax No. 17-04-122-074).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1318 North Cleveland Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Owners Resubdivision of Original Lot 33 (except the South 38 feet thereof) in Butterfield's Addition to Chicago in the North West 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1318 North Cleveland Avenue, Permanent Tax No. 17-04-122-073).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

4447 South Stewart Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Block 9 in Van H. Higgins' Subdivision of 25 acres South and adjoining the North 60 acres of the South East quarter of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4447 South Stewart Avenue, Permanent Tax No. 20-04-414-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3838 South Wabash Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> The South 25 feet of Lot 1 in Block 3 in Page's Subdivision of the South 10 Acres of the West 1/2 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East the the Third Principal Meridian, in Cook County, Illinois (commonly known as 3838 South Wabash Avenue, Permanent Tax No. 17-34-321-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1643 North Winchester Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lot 68 in East Randolph Smith's Subdivision of Block 36 in Sheffield's Add'n. to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois, (commonly known as 1643 North Winchester Avenue, Permanent Tax No. 14-31-425-027).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2919--2921 West Arthington Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 8 and 9 in the Subdivision of Block 19 in Clark's Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2919--2921 West Arthington Street, Permanent Tax No. 16-13-318-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

6712 South Ashland Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Block 13 in E. O. Lamphere's Addition to Englewood a Subdivision of Blocks 1 to 15 and the North half of Block 16 in Sea's Subdivision of the East half of the Southeast quarter of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6712 South Ashland Avenue, Permanent Tax No. 20-19-407-028).

Special Assessment due.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2237 South Avers Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 25 in Block 2 in Ogden Boulevard Addition to Chicago a Subdivision of Section 23 and Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2237 South Avers Avenue, Permanent Tax No. 16-26-103-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2701--2707 North Bosworth Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> The North 77 feet of Lot 14 in Mueller's Subdivision of the East 449.8 feet of Lot 8 in Block 45 in Sheffield's Addition to Chicago in the Southwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Also: The South 53 feet of Lot 15 in Mueller's Subdivision of the East 449.8 feet of Lot 8 in Block 45 of Sheffield's Addition to Chicago in the West 1/2 of the Southwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Merdian, in Cook County, Illinois (commonly known as 2701--2707 North Bosworth Avenue, Permanent Tax Nos. 14-29-301-019 and 018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

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124 North California Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 6 in Rawson's Subdivision of Block 16 in the Subdivision of the Southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 124 North California Avenue, Permanent Tax No. 16-24-323-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

6330 South Maryland Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 40 and 41 in Block 2 of Snow and Dickinson's Subdivision of Blocks 1, 2 and 3 in William Hale Thompson's addition to Chicago in the Northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6330 South Maryland Avenue, Permanent Tax No. 20-23-100-009).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

3134--3136 West Ohio Street/600 North Troy Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 91 & 92 in the Subdivision of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3134- -3136 West Ohio Street/600 North Troy Street, Permanent Tax No. 16-12- 102-040).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1720--1724 West 63rd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 27 and 28 in Block 6 in Englewood Hill, a Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1720--1724 West 63rd Street, Permanent Tax No. 20-18-429-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

2453--2457 West 63rd Street/6301--6307 South Campbell Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

> Lots 9 and 10 in Block 10 in Cobe & McKinnon's 63rd St. Subdn. of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, & the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2453--2457 West 63rd Street/6301--6307 South Campbell Avenue, Permanent Tax No. 19-24-206-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1829 North Spaulding Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 34 in Block 11 in Winkelman Subdivision of that Part of Block 11 and Block 2 in E. Simon Original Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1829 North Spaulding Avenue, Permanent Tax No. 13-35-410-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1. Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

AUTHORIZATION FOR ACQUISITION OF ADDITIONAL PARCELS NEEDED FOR CONSTRUCTION OF SOUTHWEST TRANSIT PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works to acquire additional property necessary for the Southwest Transit Project.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago by Ordinances dated October 1, 1984, (pages 9803 to 9807 of the Council Journal) and April 1, 1987, (pages 40763 to 40871 of the Council Journal) found it necessary and advantageous to acquire rights of way, easements and such other property interests for the construction and operation of the Southwest Transit Project; and

WHEREAS, Said ordinances further authorized the Commissioner of Public Works to acquire certain described parcels of real property for the Southwest Transit Line; and

WHEREAS, It has been determined that it is useful, necessary and advantageous to acquire additional parcels for the Southwest Transit Project; and

WHEREAS, The General Assembly in Chapter 110 Paragraph 7-103 of the Illinois Revised Statutes has authorized the use of Quick Take Proceedings by the City of Chicago for the purposes set forth in Chapter 24 Paragraph 11-61-1a of the Illinois Municipal Code as now hereafter amended for the extension of rapid transit lines; and

WHEREAS, It is the intent of the City Council to describe the parcels of real property that are useful, necessary and advantageous to aid the Southwest Transit Project; now, therefore,

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

SECTION 1. It is useful, necessary and advantageous and in the public interest to acquire the property legally described herein for the Southwest Transit Project.

SECTION 2. The necessary property to be acquired for the Southwest Transit Project which has been identified as parcel C.R. 520 is legally described in Exhibit A attached hereto and made a part hereof.

SECTION 3. The Commissioner of Public Works is hereby authorized to negotiate with the owners of the above described property to acquire the property for the Southwest Transit Project. In the event a settlement is reached with an owner, the Commissioner is further authorized to acquire the parcel at the agreed price, subject to the approval of the Urban Mass Transportation Administration and the Illinois Department of Transportation and all applicable Federal and State regulations.

SECTION 4. In the event the Commissioner is unable to negotiate or agree with the owner of the parcel, or the owner is unable to clear title to the parcel, the Commissioner shall report such facts to the Corporation Counsel and the Corporation Counsel is hereby authorized to institute Eminent Domain proceedings to acquire said parcel in accordance with the laws of the State of Illinois.

SECTION 5. It is further determined that it is necessary to expeditiously acquire the above described property to comply with the Southwest Rapid Transit Right of Way Acquisition Schedule adopted by Ordinance dated April 1, 1987 (pages 40763 to 40871 of the Council Journal).

SECTION 6. The Corporation Counsel is hereby authorized and directed to exercise "Quick Take Powers" pursuant to the provisions of Illinois Revised Statutes Chapter 110, Sections 7-103 through 7-112.

SECTION 7. This ordinance shall be in full force and effect immediately upon and after its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Parcel 1:

The Northeasterly 31 Feet Of The Following Described Tract Of Land As Measured Perpendicular To The Northeasterly Line Of Said Tract Of Land:

That Part Of The South 1/2 Of The South 1/2 Of The North East 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, Described As Follows:

Beginning At A Point In The West Line Of Said South 1/2 Which Is 33 Feet North Of The South West Corner Thereof And Running Thence East Along A Line 33 Feet North Of And Parallel To The South Line Of Said South 1/2 A Distance Of 700 Feet; Thence Northwestwardly Along A Straight Line To A Point In The West Line Of Said South 1/2 Which Is 294.43 Feet North Of Said South West Corner Of Said South 1/2; Thence South Along The West Line Of Said South 1/2 A Distance of 261.43 Feet To The Point Of Beginning, (Excepting The South 10 Feet Thereof), In Cook County, Illinois

Parcel 2:

The South 10 Feet Of The Following Described Tract Of Land:

That Part Of The South 1/2 Of The South 1/2 Of The North East 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, Described As Follows:

Beginning At A Point In The West Line Of Said South 1/2 Which Is 33 Feet North Of The South West Corner Thereof And Running Thence East Along A Line 33 Feet North Of And Parallel To The South Line Of Said South 1/2 A Distance Of 700 Feet; Thence Northwestwardly Along A Straight Line To A Point In The West Line Of Said South 1/2 Which Is 294.43 Feet North Of Said South West Corner Of Said South 1/2; Thence South Along The West Line Of Said South 1/2 A Distance Of 261.43 Feet To The Point Of Beginning, In Cook County, Illinois

Parcel 3:

The West 1/2 Of The East 1/2 Of The North West 1/4 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois

Parcel 4:

The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian (Except Those Parts Hereinafter Described As Exceptions "A" To "I")

Exception "A":

The South 66 Feet Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois.

Exception "B":

An Irregular Shaped Parcel Of Land, In The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian: The Boundaries And Description Of Said Parcel, Being By Reference To A Plane Rectangular Co-ordinate System, Established By Survey, The East And West Axis Of Which Is North Line Of Said South 1/2 Of Said North West 1/4 Of Said North East 1/4 Of Said Section 12, And The Origin Of Co-ordinates, Being The Intersection Of Said North Line With The East Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12, Said Parcel Being More Particularly Described As Follows: Beginning At A Point In Said North Line, Whose Co-ordinate Location Is South, 0 Feet And West 580.24 feet; Thence Southerly To A Point Of Intersection With A Straight Line, Whose Co-ordinate Location Is South, 149.82 Feet, And West 580.40; Thence Northwesterly Along Last Referred To Straight Line, To A Point Whose Co- ordinate Location Is South, 120.147 Feet, And West 660.832 Feet, A Distance Of 84.10 Feet To A Point Of Intersection With A Straight Line; Thence Continuing Northwesterly Along Last Referred To Straight Line, Forming An Angle Of 176 Degree 04 Minutes 00 Seconds, Measured From South East, Through North to North West, A Distance Of 81.1 Feet To A Point Of Curve, The Co-ordinate Location Of Said Point Being South, 86.395 Feet, And West, 734.574 Feet; Thence Continuing Northwesterly Along Last Referred To Curve Line, Convex To The South West, Tangent To Last Referred To Straight Line, At Said Point Of Curve, And Having A Radius Of 321.02 Feet, A Distance Of 133.26 Feet, To A Point Of Intersection With The Said North Line Of Said South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 2, The Co-ordinate Location Of Said Point Being South 0 Feet, And West 833.64 Feet, The Tangent Of Said Curve Line, At Said Point Of Intersection, Forming An Angle Of 57 Degrees 38 Minutes 34 Seconds, Measured From East To South East; Thence East Along Said North Line, A Distance Of 253.40 Feet, To The Point Beginning.

Exception "C":

An Irregularly Shaped Parcel Of Land In The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, The Boundaries And Descriptions Of Said Parcel Being By Reference To A Plane Rectangular Co-ordinate System Established By Survey, The East And West Axis Of

Which Is The North Line Of Said South 1/2 Of Said North West 1/4 Of Said North East 1/4 Of Said Section 12 And The Origin Of Co-ordinates Being The Intersection Of Said North Line With The East Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12, Said Parcel Being More Particularly Described As Follows:

Beginning At A Point In Said North Line Whose Co-ordinate Location Is South 0 Feet And West 514.99 Feet; Thence Southeasterly Along A Straight Line Forming An Angle of 112 Degrees 04 Minutes 20 Seconds Measured From West to South East A Distance of 78.21 Feet to A Point Of Curve Which Co-ordinate Location Is South 72.481 Feet And West 485.603 Feet; Thence Continuing Southeasterly Along Curved Line Convex To The South West And Tangent With The Last Described Straight Line At Said Point Of Curve And Having A Radius Of 573.69 Feet, A Distance Of 146.20 Feet To A Point Of Intersection With A Straight Line, The Co-ordinate Location Of Said Point Being South 199.550 Feet And West 414.085 Feet; Thence Northwesterly Along Last Referred To Straight Line Forming An Angle Of 39 Degrees 53 Minutes 00 Seconds Measured From North West To West With The Tangent Of Last Described Curve Line At Said Point Of Intersection, A Distance Of 101.59 To A Point Of Intersection With A Straight Line, The Co-ordinate Location Of Said Point Being South 175.932 Feet And West 512.891 Feet; Thence Continuing Northwesterly Along Last Referred To Straight Line Forming An Angle Of 172 Degrees 47 Minutes 00 Seconds With The Last Described Straight Line Measured From South East Through North To North West A Distance Of 74.01 Feet To A Point, Thence Co-ordinate Location Of Said Point Being South 149.82 Feet And West 580.4 Feet; Thence Northerly To A Point Of Intersection With The Said North Line Of Said South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12, The Co-ordinate Location Of Said Point Being South 0 Degrees And West 580.24 Feet, A Distance Of 149.82 Feet; Thence East Along Said North Line, A Distance Of 65.25 Feet To The Place Of Beginning.

Exception "D":

An Irregularly Shaped Parcel Of Land In The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, Bounded And Described As Follows:

Beginning At A Point In The North Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12, Which Is 514.99 Feet West Of The East Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12; And Running Thence East Along The North Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Aforesaid, A Distance Of 43.19 Feet; Thence Southeastwardly Along The Arc Of A Circle, Convex To The South West And Having A Radius Of 278.31 Feet, A Distance Of 291.24 Feet To A Point Which Is 237.63 Feet South From Said North Line, Measured Parallel With The Said East Line, And 326.95 Feet West From Said East Line, Measured Parallel With Said North Line; Thence Southeastwardly Along A Straight Line, A Distance of 46.52 Feet To A Point Which Is 257.56 Feet South From Said North Line, Measured Parallel With The Said East Line, And 248.89 Feet West From Said East Line, Measured Parallel With Said North Line; Thence Northwestwardly Along A Straight Line, A Distance Of 31.99 Feet, To A Point Which Is 251.58 Feet South From Said North Line, Measured Parallel With Said East Line, And 316.32 Feet West From Said East Line,

Measured Parallel With Said North Line; Thence Northwestwardly Along A Straight Line, A Distance Of 210.31 Feet, To A Point Which Is 175.93 Feet South From Said North Line, Measured Parallel With Said East Line And 512.65 Feet West From Said East Line, Measured Parallel With Said North Line; Thence Southeastwardly Along A Straight Line, A Distance Of 101.59 Feet, To A Point Which Is 199.55 Feet South From Said North Line, Measured Parallel With Said East Line, and 413.81 Feet West From Said East Line, Measured Parallel With Said North Line, Which Point Is Also The Most Southeasterly Corner Of An Irregularly Shaped Parcel Of Land Conveyed To Chicago Tube And Iron Company By Deed Recorded In The Recorder's Office Of Cook County, Illinois, On June 2, 1969 As Document Number 20858298; Thence Northwestwardly Along The Northeasterly Line Of The Aforesaid Parcel Of Land, Being Here The Arc Of A Circle, Convex To The South West And Having A Radius Of 573.69 Feet, A Distance Of 146.21 Feet To A Point Of Tangency Which Is 72.48 Feet South From Said North Line, Measured Parallel With Said East Line, And 485.50 Feet West From Said East Line, Measured Parallel With Said North Line; And Thence Northwestwardly Along The Said Northeasterly Line Of The Heretofore Mentioned Parcel Of Land, Being Here A Straight Line, A Distance Of 78.21 Feet To The Point Of Beginning,

Exception "E":

An Irregularly Shaped Parcel Of Land In The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, More Particularly Described As Follows:

Beginning At A Point In The North Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12 Which Is 240 Feet West Of The East Line Of Said South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12 Measured Along The Said North Line, Said Point Being The North West Corner Of A Parcel Of Land Conveyed By The Continental Illinois National Bank And Trust Company Of Chicago, As Trustee, To Chicago Tube And Iron Company, By Deed Dated October 3, 1950 Recorded October 5, 1950 In The Records Of The Recorder Of Cook County, Illinois, In Book 45984, Page 353, As Document Number 14919647;

Thence Westerly Along Said North Line A Distance Of 231.80 Feet; Thence Southeasterly Along A Curved Line Convex To The South West Having A Radius Of 278.31 Feet An Arc Distance Of 291.24 Feet To A Point Which Is 237.63 Feet South Of Said North Line, Measured Parallel With Said East Line, and 326.95 Feet West Of The Said East Line, Measured Parallel With Said North Line; Thence Southeasterly Along A Straight Line A Distance Of 76.77 Feet To A Point Which Is 255.74 Feet South Of Said North Line, Measured Parallel With Said East Line, And 252.32 Feet West Of Said East Line, Measured Parallel With Said North Line, This Course Being Along A Northerly Boundary Line Of A Parcel Of Land Conveyed By Continental Illinois National Bank And Trust Company Of Chicago, As Trustee, To Chicago Tube And Iron Company By Deed Dated March 18, 1949 Recorded March 30, 1949 In The Records Of The Recorder Of Cook County, Illinois, In Book 44293, Page 51, As Document Number 14522735; Thence Continuing Southeasterly Along A Straight Line A Distance Of 12.45 Feet To A Point 257.56 Feet South Of Said North Line, Measured Parallel With Said East Line, And 240 Feet West Of Said East Line, Measured Parallel With Said North Line, Thence Course Being Along A

Northerly Boundary Line Of The Parcel Of Land Conveyed As Aforesaid By Deed Dated March 18, 1949; Thence Northerly Along A Straight Line A Distance Of 257.56 Feet To The Point Of Beginning, This Course Being Along The Westerly Boundary Line Of The Parcel Of Land Conveyed As Aforesaid By Deed Dated October 3, 1950;

Exception "F":

An Irregularly Shaped Parcel Of Land In The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridan, More Particularly Described As Follows: Beginning At A Point In the North Line Of The Said South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12, Which Is 190.0 Feet West Of The East Line Of Said South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12, Measured Along The Said North Line; Thence Westerly Along Said North Line A Distance Of 50.0 Feet; Thence Southerly Along A Line Which Is Parallel To And Distant Westerly 240.0 Feet, Measured Parallel With Said North Line, From Said East Line Of Said South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12, A Distance Of 257.56 Feet, Thence Southeasterly Along A Straight Line A Distance Of 50.55 Feet To A Point Which Is 265.0 Feet South Of Said North Line, Measured Parallel With Said East Line, And 190.0 Feet West Of Said East Line, Measured Parallel With Said North Line, (This Course Being Along The Northeasterly Boundary Line Of A Parcel Of Land Conveyed By Continental Illinois National Bank And Trust Company Of Chicago To Chicago Tube And Iron Company By Deed Dated March 18, 1949 Recorded March 30, 1949 In Recorder's Office Of Cook County, Illinois In Book 44293, Page 51 As Document Number 14522735); Thence Northerly Along A Straight Line A Distance Of 265.0 Feet To The Point Of Beginning (This Course Being Along The Westerly Boundary Line Of A Parcel Of Land Conveyed By Continental Illinois National Bank And Trust Company Of Chicago To Chicago Tube And Iron Company By Deed Dated January 31, 1946 Recorded February 28, 1946 In Recorder's Office Of Cook County, Illinois As Document Number 13729440);

Exception "G":

An Irregularly Shaped Parcel Of Land In The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian; Beginning In A Point In The North Line Of Said South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12 Aforesaid, Which Point In 40 Feet West Of The East Line Of The North West 1/4 Of The North East 1/4 Of Section 21 Aforesaid; Thence West Along Said North Line 150 Feet To The North East Corner Of Parcel "F" Aforesaid; Thence South Along The East Line Of Parcel "F" 265 Feet To The South East Corner Of Parcel "F" Aforesaid; Thence Westerly Along The Southerly Lines Of Parcels "E" And "F" Aforesaid To The Easterly Line Of Parcel "D" Aforesaid; Thence Southeasterly Along The Easterly Of Parcel "D" To The Most Southeasterly Corner Of Parcel "D", Said Corner Being 257.66 Feet South Of Said North Line, Measured Parallel With Said East Line And 284.89 Feet West Of Said East Line, Measured Parallel With Said North Line; Thence Southeasterly On A Straight Line 96.63 Feet More Or Less To A Point 276 Feet South Of The North Line And 190 Feet West Of The East Line Of The North West 1/4 Of The North East 1/4 Of Section 21 Aforesaid; Thence Southeasterly Along A Curved Line Convex To The South West With A Radius Of 392 Feet To A Point Which Is 300.41 Feet South Of The North Line Measured Parallel With Said East Line And 170.91 Feet West Of Said East

Line, Measured Parallel With Said North Line; Thence Easterly Along A Curved Line Convex To The South With A Radius Of 191 Feet To A Point Which Is 280.75 Feet South Of Said North Line, Measured Parallel With Said East Line And 40 Feet West Of Said East Line Measured Parallel With Said North Line; Thence Northerly Along A Line Which Is Parallel To And Distant Of 40 Feet Westerly Of Said East Line Measured Parallel With Said North Line 280.75 Feet To The Point Of Beginning.

Exception "H":

That Part Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 38 North, Range 13 East Of The Third Principal Meridian, Described As Follows:

Beginning At A Point On The West Line Of The North West 1/4 Of The North East 1/4 Of Said Section 12, 66 Feet North Of The South West Corner Thereof; Thence North Along The West Line Thereof A Distance Of 567.43 Feet More Or Less To A Point 31 Feet South Of The North West Corner Of Said South 1/2 Of The North West 1/4 Of The North East 1/4; Thence East Along A Line 31 Feet South Of And Parallel To The North Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Said Section 12 A Distance Of 272.10 Feet To A Point Of Curve; Thence Southeasterly Along A Curved Line, Tangent To The Last Described Line, Convex To The North East With A Central Angle of 20 Degrees 28 Minutes A Tangent Distance of 63.55 Feet And Having A Radius Of 352 Feet A Distance Of 125.74 Feet To A Point Of Tangency; Thence Southeasterly Along A Straight Line Tangent To Last Described Curved Line (Said Straight Line If Extended Southeasterly Would Intersect The East Line Of The South 1/2 Of The North West 1/4 Of The North East 1/4 Of Section 12 At A Point 402.7 Feet South Of The North East Corner Thereof) A Distance Of 956.81 Feet, More Or Less, To A Point 40 Feet West Of The East Line Of The Aforesaid North West 1/4 Of The North East 1/4 Measured At Right Angles To Said East Line; Thence South Along The West Line Of The East 40 Feet Of Said Quarter Section, A Distance Of 210.31 Feet, More Or Less, To The North Line Of The South 66 Feet Of Said North West 1/4 Of The North East 1/4; Thence West Along The North Line Of Said South 66 Feet, 1,292.06 Feet, More Or Less, To The Point Of Beginning.

Exception "I":

That Part Of The North West 1/4 Of The North East 1/4 Of Section 12, Township 28 North, Range 13 East Of The Third Principal Meridian, Described As Follows:

Beginning At The Point Of Intersection Of The East Line Of The North West 1/4 Of the North East 1/4 Of Section 12 With The North Line Of The South 1/2 Of The South 1/2 Of The North East 1/4 Of The North East 1/4 of Section 12; Thence South Along The East Line Of The North West 1/4 Of The North East 1/4 Of Section 12, A Distance Of 37.47 Feet To A Point; Thence Northwesterly Along A Straight Line, Said Line Being 9 Feet Northerly Of And Parallel, Measured At Right Angles To The Centerline Of The Chicago River And Indiana Railroad Track, Said Line Making An Angle Of 110 Degrees 30 Minutes With The East Line Of The North West 1/4 Of The North East 1/4 Of Said Section 12, A Distance Of 113.0 Feet To A Point; Thence Northerly Along A Straight Line, Said Line Being Parallel To The East Line Of The North West 1/4 Of The North East 1/4 Of Section 12, Said Line Making An Angle Of 110 Degrees 30 Minutes With A Line 9 Feet Northerly Of And

Parallel To The Centerline Of The Chicago River And Indiana Railroad Track When Turned From South East Through East, A Distance Of 8.40 Feet To A Point, Said Point Being 9 Feet Southerly Of As Measured At Right Angles To The Centerline Of An Existing Spur Track Of The Chiago River And Indiana Railroad Company; Thence Northeasterly Along A Curved Line Convex To The South East Having A Radius Of 200 Feet And A Chord Having A Length Of 68.36 Feet And Making An Angle Of 105 Degrees 34 Minutes 43 Seconds With The Last Described Parallel Line When Turned From South Through East: Thence Continuing Northeasterly Along A Straight Line, Said Line Which Makes An Angle Of 169 Degrees 18 Minutes 04 Seconds With The Said Chord Line When Turned From South West Through North, A Distance Of 44.61 Feet To The Point Of Intersection With The East Line Of The North West 1/4 Of The North East 1/4 Of Section 12, Said Point Being 48.61 Feet North Of The Intersection Of The East Line Of The North West 1/4 Of The North East 1/4 Of Section 12 With The North Line Of The South 1/2 Of The South 1/2 Of The North East 1/4 Of The North East 1/4 Of Section 12; Thence South Along The East Line Of The North West 1/4 Of The North East 1/4 Of Section 12, To The Point Of Beginning) In Cook County, Illinois

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COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE FOR PROPERTY LOCATED AT 1501 WEST PERSHING ROAD

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance authorizing the Commissioner of Public Works to negotiate for the acquistion of property located at 1501 West Pershing Road for storage and repair of various machinery.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Bureau of Streets of the Department of Streets and Sanitation is in need of an additional facility for the storage and repair of various machinery and equipment used in the ordinary course of its business; and

WHEREAS, The Department of Streets and Sanitation has taken preliminary steps to acquire the building located at 1501 West Pershing Road for the aforementioned purpose; now, therefore,

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Bureau of Streets of the Department of Streets and Sanitation, a new facility located at 1501 West Pershing Road to be used for the storage and repair of various machinery and equipment. Said facility is legally described on Exhibit A attached hereto.

SECTION 2. The Commissioner of Streets and Sanitation is authorized and directed to negotiate with owner or owners for the purchase of the property described in Section 1 of this ordinance. The acquisition costs of the property shall be paid from the Motor Vehicle Tax Fund.

In case the Commissioner of Streets and Sanitation is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Streets and Sanitation to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are known or they are non-residents of the State of Illinois, then the Commissioner of Streets and Sanitation shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation in proceedings the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right to eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Parcel 1:

Those portions of Lots 6, 7 and 8 of the Circuit Court Partition of the Northwest Quarter of the Northwest Quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, lying west of the property conveyed by Robert E. Fisher and Arline S. Fisher, his wife, to Howard Realty Corporation by Deed dated August 2, 1948 and recorded August 9, 1948 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 14376695, (except, however, the North 75 feet of said Lot 8 falling in West Pershing Road, all in the City of Chicago), said property being bounded on the North by the South line of West Pershing Road, on the West by the West line of said Lots, being the center line of the West Fork of the South Fork of the South Branch of the Chicago River as established by

ordinance passed by the City Council of the City of Chicago on October 21, 1889, on the South by the South line of said Lot 6 and on the East by a line described as follows: Beginning at a point 75 feet South of a point 454.48 feet West of the Northeast corner of said Northwest Quarter of the Northwest Quarter; thence South 10 minutes 20 seconds East 529.78 feet to the South line of said Lot 6, all in Cook County, Illinois.

Also

Parcel 2:

All of that portion of Lot 9 in the Circuit Court Partition of the Northwest Quarter of the Northwest Quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point in the East line of Lot 9 which is also the center line of the West Fork of the South Fork of the South Branch of the Chicago River as established by ordinance passed by the City Council of the City of Chicago on October 21, 1889, said point being 75 feet South of the North line of the Northwest Quarter of the Northwest Quarter of said Section 5 and /64.06 feet East of the West line of the Northwest Quarter of the Northwest Quarter of Section 5; thence Westerly along a line parallel with and 75 feet distant Southerly from the North line of the Northwest Quarter of the Northwest Quarter of said Section 5 to a point that is 616.70 feet East of the West line of the Northwest Quarter of the Northwest Quarter of said Section 5; thence South 00 degrees 4 minutes West a distance of 258.50 feet to a point on the Center line of the West Fork of the South Fork of the South Branch of the Chicago River; thence Northeasterly along the Center line of the West Fork of the South Fork of the South Branch of the Chicago River to the point and place of beginning, all in Cook County, Illinois.

Together with perpetual right and easement for roadway in common with Grantor in Document No. 21051722 over ten-foot strip immediately East of Parcel 1, legally described in Document No. 21051722.

STIPULATED SETTLEMENT AGREEMENT AUTHORIZED FOR PURCHASE OF PROPERTIES LOCATED AT 5407--5435 SOUTH CICERO AVENUE AND 5424--5442 SOUTH KEATING AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On March 12, 1986, Council Journal pages 28541, 28542 and 28543, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located at 5407--5435 South Cicero Avenue, 5424--5442 South Keating Avenue; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An agreement has been made with the title holder of record, Harris Trust and Savings Bank, as Trustee under Trust No. 14184, to acquire said parcel for the sum of $390,000.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property: now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the title holder of record of said property legally described in Exhibit A, attached hereto and made a part hereof, the sum of $390,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 623-85-2010-0540.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit A attached to this ordinance reads as follows.

Exhibit A.

Parcel 32.

The north 1.0 feet of Lot 8, Lot 8 (except the north 17.0 feet thereof), Lots 9 to 14 both inclusive Lot 27 (except the south 17 feet thereof) Lots 28 to 38 both inclusive, Lot 39 (except part acquired for street) and the vacated alley lying west of and adjoining the west line of Lots 8 to 12, both inclusive, lying east of and adjoining the east line of Lots 27 to 32 both inclusive, lying south of and adjoining the south line of the north 17 feet of said Lot 8 and said line produced west 16 feet, and lying north of and adjoining the north line of the south 17 feet of Lot 27 and said line produced east 16 feet, in Block 32 in W. F. Kaiser and Company's Ardale Subdivision of the west 1/2 of the south west 1/4 and the west 3/4 of the east 1/2 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except Railroad Right of Way) in Cook County, Illinois.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

STIPULATED SETTLEMENT AGREEMENT AUTHORIZED FOR PURCHASE OF PROPERTY LOCATED AT 5401-- 5405 SOUTH CICERO AVENUE, 5400 SOUTH KEATING AVENUE AND 5420 SOUTH KEATING AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On January 16, 1987, Council Journal pages 38754 and 38755 (parcels 31A and 31B) and on March 12, 1986, Council Journal pages 28541, 28542 and 28543 (parcel 30) the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located at 5401-- 5405 South Cicero Avenue (parcel 30), 5400 South Keating Avenue (parcel 31A) and 5420 South Keating Avenue (parcel 31B); and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinances to negotiate for the acquisition of said parcels; and

WHEREAS, An agreement has been made with the title holder of record, Joseph V. Dafalco, as Trustee under Trust No. 1962 (parcel 30), Martin Silver, as Trustee under Trust No. 5400 (parcel 31A) and Joseph V. Defalco, as Trustee under Trust No. 1962 (parcel 31B), to acquire said parcels for the sum of $60,000.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the title holder of record of said property legally described in Exhibit A, attached hereto and made a part hereof, the sum of $60,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 623-85-2010-0540.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Parcel 30.

Lot 40 and 41 (except part acquired for street) in Block 32 in W. F. Kaiser and Company's Ardale Subdivision of the West half (W. 1/2) of the Southwest quarter (S. W. 1/4) and the

West three quarters (W. 3/4) of the East half (E. 1/2) of the Southwest quarter (S. W. 1/4) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except Railroad Right of Way) in Cook County, Illinois.

Parcel 31A.

Lot 7 in Block 32 in W. F. Kaiser and Company's Ardale Subdivision of the West half (W. 1/2) of the Southwest quarter (S. W. 1/4) and the West three quarters (W. 3/4) of the East half (E. 1/2) of the Southwest quarter (S. W. 1/4) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except Railroad Right of Way) in Cook County, Illinois.

Parcel 31B.

Lot 7 in Block 32 in W. F. Kaiser and Company's Ardale Subdivision of the West half (W. 1/2) of the Southwest quarter (S. W. 1/4) and the West three quarters (W. 3/4) of the East half (E. 1/2) of the Southwest quarter (S. W. 1/4) of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except Railroad Rights of Way) in Cook County, Illinois.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

STIPULATED SETTLEMENT AGREEMENT AUTHORIZED FOR PURCHASE OF PROPERTY LOCATED AT 4735--4745 WEST 55TH STREET.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On March 12, 1986, Council Journal pages 28541, 28542 and 28543, the City Council of the City of Chicago ordained that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located at 4735--4745 West 55th Street; and

WHEREAS, The Commissioner of the Department of Public Works was authorized by the above mentioned ordinance to negotiate for the acquisition of said parcel; and

WHEREAS, An agreement has been made with the title holder of record, First National Bank of Cicero, as Trustee under Trust No. 7425, to acquire said parcel for the sum of $110,000.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the title holder of record of said property legally described in Exhibit A, attached hereto and made a part hereof, the sum of $110,000.00 when approved by the Commissioner of Public Works. Payment for said property is to be made from Fund No. 623-85-2010-0540.

SECTION 2. This ordinance shall be effective upon its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Parcel 37.

Lot 36, 37, 38, 39, in Block 1 in Fredrick H. Bartlett's City Addition, being a subdivision of the North three quarters (N. 3/4) of the West half (W. 1/2) of the West half (W. 1/2) of the Northwest quarter (N.W. 1/4) of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

APPROVAL OF LEASE AGREEMENTS BETWEEN CITY OF CHICAGO AND FIVE PROMOTERS FOR ETHNIC FESTIVALS TO BE HELD AT OLIVE PARK.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving five leases for ethnic festivals to be held at Olive Park. The festivals are the Polish, Italian, Pan American, Irish and Rhythm and Blues Fests.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, A series of five ethnic festivals to be conducted on the grounds of Olive Park during the summer of 1987 has been proposed; and

WHEREAS, Such festivals create a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts and performances related to various cultures; and

WHEREAS, Such festivals also create unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest; now, therefore,

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

SECTION 1. That the Director of the Mayor's Office of Special Events, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, is hereby authorized to execute on behalf of the City of Chicago lease agreements with the festivals' promoters, to wit, Polish American Congress, Irish Fest Chicago, Henry Cardenas & Associates, Inc., Chicago Amerita U.N.I.C.O. Club, and B. E. Promotions, said lease agreements to be substantially in the form attached hereto as Exhibits 1 through 5.

SECTION 2. That this ordinance shall be in full force and effect as of the date of its passage.

Exhibits 1 through 5 attached to this ordinance read as follows:

Exhibit 1.

Polish American Congress
(Festival Polonaise)

Lease Agreement For Olive Park.

This Lease Agreement is made as of July 7, 1987, by and between the City of Chicago, a municipal corporation and a unit of home rule unit government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and the Polish American Congress, a non-for-profit corporation duly organized and existing under the laws of the State of Illinois, which has its principal offices at 5844 North Milwaukee Avenue, Chicago, Illinois 60646 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Olive Park and more fully described specifically on Exhibit A, which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Festival Polonaise (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

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

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period beginning 8:00 A.M. on July 22, 1987, and ending at 11:59 P.M. on July 28, 1987, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including, but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a rental fee of One and no/100 Dollars ($1.00) a day for each day the Festival is in operation under the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit B. The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit C.

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit D, and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit E, and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park Grounds, a copy of which is attached hereto and incorporated hereby as Exhibit F, and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promotor shall incorporate this clause in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skills, unskilled and craft union skilled labor who may perform any such labor or services in connection with this lease 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; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et seq.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851-866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of an audit on the Festival conducted by a certified public accountant.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars ($1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work. The Promoter shall pay a Damage Deposit (clean-up/vandalism/repair/late fee) to the City of Chicago, Department of Finance, Real Estate Office in the amount of Three Thousand and 00/100 Dollars ($3,000.00), guaranteeing, *inter alia*, the repair and restoration of the Park and insuring the City of Chicago against the imposition of any and all liens arising from or related to any

work performed, materials furnished or obligations incurred by or on behalf of the Promoter in connection with the Festival.

The Damage Deposit shall be paid to the City of Chicago in the following manner:

A. One Thousand and no/100 Dollars ($1,000.00) shall be paid upon the execution of lease.

B. Two Thousand and no/100 Dollars ($2,000.00) shall be paid no later than noon on the 25th day of July, 1987.

Payment of deposit shall be made by certified check payable to the "City of Chicago."

The terms and conditions of the application of the Damage Deposit are more fully set forth in Exhibit G, attached hereto and incorporated by reference herein.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Park and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenantable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City of Chicago, Department of Water. The temporary alterations contemplated by the Promoter's production plan attached hereto as "Exhbit C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense it shall repair and yield the Park back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed on the 22nd day of July, 1987.

In the event that the Promoter returns the Park to the City of Chicago in a condition no less than that which existed on the 22nd day of July 1987, the City of Chicago shall return the remaining balance of the Damage Deposit made by the Promoter as required under Section 3.06 and as more fully described in Exhibit G attached hereto, by September 15, 1987, or within 14 days after the City has conducted its final inspection, whichever is later.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other services or utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City of Chicago for those services (including, but not limited to, sanitation, security, and sewerage) directly attributable to the production of the Festival, other than the services of the liaison provided by the Office of Special Events which shall be free of charge. Such reimbursement shall be made to the City of Chicago by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit C, solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or

any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.18 This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

(a) Any material misrepresentation made by the Promoter to the City of Chicago.

(b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.

(c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time is of the Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1987 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago; its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits A through G attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special Events
City Hall Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of Finance
Real Estate Office
320 N. Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Polish American Congress
5844 North Milwaukee Avenue
Chicago, Illinois 60646
Attention: George Burke

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an Ordinance of the City Council of the City of Chicago passed on _____. (C.J.P. p. _____).

8.03 The City of Chicago Fund chargeable is _____ and this lease agreement is subject to the availability of any funds contained therein.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits A through G attached to this agreement read as follows:

Exhibit A.

"Site Map".

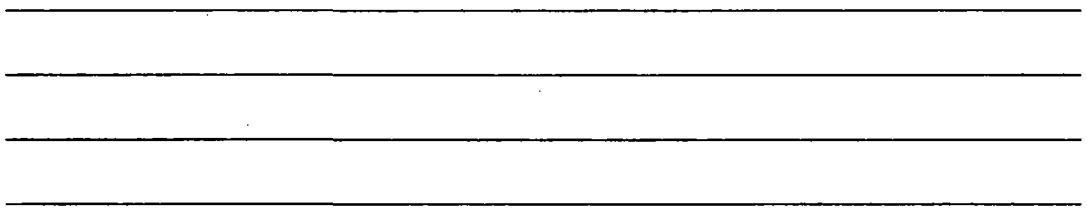


Exhibit B.

"Proposal".

Exhibit C.

"Production Plan".

Exhibit D.

Mayor's Office Of Special Events.

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1987 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M. on the 22nd day of July, 1987, and such set-up shall be completed not later than 11:59 A.M. on the 24th day of July, 1987.

Festival Polonaise

Olive Park shall be opened to the public for Festival Polonaise on the 24th, 25th and 26th of July, 1987, from Noon through 10:00 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 27th day of July, 1987 until 11:59 P.M. on the 28th day of July, 1987.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break-down times, in order to coordinate supervision and security. The Promoter shall schedule entertainment such that it shall run no later than 10:00 P.M. Accommodations shall be made for those neighborhood residents who normally frequent the Park.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department shall tour the Park grounds in order to determine the condition of the Park at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Park to determine any damage incurred during that Festival's operation. The Promoter shall be responsible for the restoration of the Park in accordance with the lease agreement entered into for the use of the Park. All restoration shall be done to the Water Department's reasonable satisfaction. The Promoter shall also be responsible for the daily maintenance and repair of the Park during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Park grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing $1 Million Dollars general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance policies such as property insurance, dramshop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. The Promoter shall supervise all vehicles before, during and after the Festival and shall provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison Meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. Tent pegs or poles shall not be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. The Promoter shall consult with the Department of Water concerning any below- ground construction and shall comply with the limitation of the shallow depth of the Park grounds. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for

fireworks, if any. The Promoter shall obtain insurance in an amount of no less than $1 Million Dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promotor shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promotor shall consult with M.O.S.E.

staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of change may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue of such operations. The Promoter shall not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and co- operate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Park in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Financial Disclosures And Statements. The Promoter shall submit a certified financial audit to M.O.S.E. within four (4) weeks after the end of the Festival.

18. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Park for the 1987 season only. In no event shall the Park be used for privately promoted festivals after 1987.

19. Medical. The Promoter shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present in the Parks during the Festival, when appropriate.

20. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit E.

Department Of Water Guidelines.

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive Park.

2. Tent pegs shall not be driven further than one (1') foot maximum--six (6") inches, if possible--into the ground. The Water Department shall supervise the installation of the tent pegs.

3. Nothing shall be mounted on top of the "Outlet Structure".

4. The Promoter shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoter. Payment for services shall be made by the Promoter directly to the service provider. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival without cost to the Festival.

5. Toilet facilities shall not be placed on the roof of the reservoir.

6. The Water Department shall drain and clean all five pools prior to the Festival, if so requested by Promoter. If all or any of the pools remain in operation during the term of the lease agreement, the Promoter shall ensure that there shall be no wading in the pools and shall provide additional security in the pool areas.

7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.

8. A fence has been erected at the park entrance protecting the "thicket" area.

9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.

10. The Promoter shall be responsible for all housekeeping and maintenance functions associated with the areas used, and any areas immediately adjacent thereto, by the Festival.

11. The Promoter shall supply its own security forces in the Park. However, it is the Department's understanding that the Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's

understanding that the costs of those City services directly attributable to the Festival shall be reimbursed by the Promoter.

12. A committee consisting of the Promoter, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect the Park and any designated Festival areas. This shall be done prior to the opening of the Festival and after the close of the Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after the Festival, and shall be under the direction of the City's Coordinator.

Exhibit F.

Metropolitan Sanitary District Of Greater Chicago
Pollution Prevention Measures.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Park which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post- event servicing at a minimum or more frequent service, if appropriate.

3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.

4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.

5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.

6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Park.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit G.

Damage Deposit

(Cleanup/Repair/Vandalism/Late Fee).

If the Promoter fails to remove or to cause the general public to be removed from the Park by 11:59 P.M. on the 25th, 26th and 27th of July, 1987, the Promoter shall pay One Thousand and no/100 Dollars ($1,000.00) of the Damage Deposit for every hour after such deadline that the Park is occupied by the Promoter's Festival patrons, guests or invitees, such amount being deemed to be reasonably related to the expenses incurred by the City of Chicago in such event.

This Damage Deposit shall not be applied, absent fraud, willful misconduct, or gross negligence on the part of the Promoter, to the clean-up or repair necessitated by acts of vandalism committed after 11:59 P.M. of the last day of the term of this lease and before 8:00 A.M. of the commencement day of the next festival immediately.

Damage deposit will be placed in a City of Chicago non-interest bearing holding account.

Exhibit 2.

Irish Festival.

Lease Agreement For Olive Park.

This Lease Agreement is made as of July 7, 1987, by and between the City of Chicago, a municipal corporation and a unit of home rule unit government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and the Irish Festival, a not-for-profit corporation duly organized and existing under the laws of the State of Illinois, which has its principal offices at P.O, Box 4106, Merchandise Mart, Chicago, Illinois 60654 (the "Promoter").

Recitals.

Whereas, the Promoter desires the use of certain property, commonly known as Olive Park and more fully described on Exhibit A, which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Irish Festival (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

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

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period beginning 8:00 A.M. on July 29, 1987, and ending at 11:59 P.M. on August 4, 1987, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including, but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a rental fee of One and no/100 Dollars ($1.00) a day for each day the Festival is in operation under the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit B. The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit C.

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit D, and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit E, and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park Grounds, a copy of which is attached hereto and incorporated hereby as Exhibit F, and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promotor shall incorporate this clause in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skills, unskilled and craft union skilled labor who may perform any such labor or services in connection with this lease 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; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et seq.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851-866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide

the City of Chicago with a disclosure of ownership interests certification and a copy of an audit on the Festival conducted by a certified public accountant.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars ($1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, workers' compensation, and inland marine insurance, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work. The Promoter shall pay a Damage Deposit (cleanup/vandalism/repair/late fee) to the City of Chicago, Department of Finance, Real Estate Office in the amount of Three Thousand and 00/100 Dollars ($3,000.00), guaranteeing, *inter alia*, the repair and restoration of the Park and insuring the City of Chicago against the imposition of any and all liens arising from or related to any work performed, materials furnished or obligations incurred by or on behalf of the Promoter in connection with the Festival.

The Damage Deposit shall be paid to the City of Chicago in the following manner:

A. One Thousand and No/100 Dollars ($1,000.00) shall be paid upon the execution of lease.

B. Two Thousand and No/100 Dollars ($2,000.00) shall be paid no later than noon on the 1st day of August, 1987.

Payment of deposit shall be made by certified check payable to the "City of Chicago."

The terms and conditions of the application of the Damage Deposit are more fully set forth in Exhibit G, attached hereto and incorporated by reference herein.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Park and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenantable prior to or

during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City of Chicago, Department of Water. The temporary alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense it shall repair and yield the Park back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed on the 29th day of July, 1987.

In the event that that Promoter returns the Park to the City of Chicago in a condition no less than that which existed on the 29th day of July 1987, the City of Chicago shall return the remaining balance of the Damage Deposit made by the Promoter as required by Section 3.06 and more fully described in Exhibit G attached hereto, by September 15, 1987, or within fourteen (14) days after the City has conducted its final inspection, whichever is later.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work preformed, materials, furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other services or utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City of Chicago for those services (including, but not limited to, sanitation, security, and sewerage) directly attributable to the production of the Festival, other than the services of the liaison provided by the Office of Special Events which shall be free of charge. Such reimbursement shall be made to the City of Chicago by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon

the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit C, solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.18 This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

(a) Any material misrepresentation made by the Promoter to the City of Chicago.

(b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.

(c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy or forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time is of the Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1987 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits A through G attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of Finance
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Irish Fest Chicago
P.O. Box 4106
Chicago, Illinois 60654
Attention: Jeff Keating

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an Ordinance of the City Council of the City of Chicago passed on _____. (C.J.P. p. _____).

8.03 The City of Chicago Fund chargeable is _____ and this lease agreement is subject to the availability of any funds contained therein.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits A through G attached to this agreement read as follows:

Exhibit A.

"Site Map".

Exhibit B.

"Proposal".

Exhibit C.

"Production Plan".

Exhibit D.

Mayor's Office Of Special Events.

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1987 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M. on the 29th day of July, 1987, and such set-up shall be completed not later than 11:59 A.M. on the 31st day of July, 1987.

Irish Festival

Olive Park shall be opened to the public for Irish Festival on the 31st day of July, 1st and 2nd days of August, 1987 from Noon through 10:00 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 3rd day of August, 1987 until 11:59 P.M. on the 4th day of August, 1987.

The Promoter shall inform the City of its work schedule, including without limitation, production set-up and break-down times, in order to coordinate supervision and security. The Promoter shall schedule entertainment such that it shall run no later than 10:00 P.M. Accommodations shall be made for those neighborhood residents who normally frequent the Park.

2. Equipment Installation. All equipment, structures and materials not needed by the Festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department shall tour the Park grounds in order to determine the condition of the Park at the time that

the Festival arrives on the site. After the Festival, representatives shall again tour the Park to determine any damage incurred during that Festival's operation. The promoter shall be responsible for the restoration of the Park in accordance with the lease agreement entered into for the use of the Park. All restoration shall be done to the Water Department's reasonable satisfaction. The Promoter shall also be responsible for the daily maintenance and repair of the Park during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Park grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing $1 Million general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance policies such as property insurance, dramshop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. The Promoter shall supervise all vehicles before, during and after the Festival and shall provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison Meter shall be installed by the Promoter in the "Outlet Area" and full

costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. Tent pegs or poles shall not be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. The Promoter shall consult with the Department of Water concerning any below- ground construction and shall comply with the limitation of the shallow depth of the Park grounds. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than $1 Million Dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promotor shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. The Promoter shall not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and co-operate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Park in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other

City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Financial Disclosures And Statements. The Promoter shall submit a certified financial audit to M.O.S.E. within four (4) weeks after the end of the Festival.

18. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Park for the 1987 season only. In no event shall the Park be used for privately promoted festivals after 1987.

19. Medical. The Promoter shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present in the Parks during the Festival, when appropriate.

20. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit E.

Department Of Water Guidelines.

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive Park.

2. Tent pegs shall not be driven further than one (1') foot maximum--six (6") inches, if possible--into the ground. The Water Department shall supervise the installation of the tent pegs.

3. Nothing shall be mounted on top of the "Outlet Structure".

4. The Promoter shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoter. Payment for services shall be made by the Promoter directly to the service provider. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival without cost to the Festival.

5. Toilet facilities shall not be placed on the roof of the reservoir.

6. The Water Department shall drain and clean all five pools prior to the Festival, if so requested by Promoter. If all or any of the pools remain in operation during the term of the lease agreement, the Promoter shall ensure that there shall be no wading in the pools and shall provide additional security in the pool areas.

7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.

8. A fence has been erected at the park entrance protecting the "thicket" area.

9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.

10. The Promoter shall be responsible for all housekeeping and maintenance functions associated with the areas used, and any areas immediately adjacent thereto, by the Festival.

11. The Promoter shall supply its own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs of those City services directly attributable to the Festival shall be reimbursed by the Promoter.

12. A committee consisting of the Promoter, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect the Park and any designated Festival areas. This shall be done prior to the opening of the Festival and after the close of the Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after the Festival, and shall be under the direction of the City's Coordinator.

Exhibit F.

Metropolitan Sanitary District Of Greater Chicago
Pollution Prevention Measures.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Park which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the

vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post- event servicing at a minimum or more frequent service, if appropriate.

3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.

4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.

5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.

6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Park.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit G.

Damage Deposit.

(Cleanup/Repair/Vandalism/Late Fee).

If the Promoter fails to remove or to cause the general public to be removed from the Park by 11:59 P.M. on the 1st, 2nd, and 3rd day of August, 1987, the Promoter shall pay One Thousand and no/100 Dollars ($1,000.00) of the Damage Deposit for every hour after such deadline that the Park is occupied by the Promoter's Festival patrons, guests or invitees, such amount being deemed to be reasonably related to the expenses incurred by the City of Chicago in such event.

This Damage Deposit shall not be applied, absent fraud, willful misconduct, or gross negligence on the part of the Promoter, to the clean-up or repair necessitated by acts of vandalism committed after 11:59 P.M. of the last day of the term of this lease and before 8:00 A.M. of the commencement day of the next festival immediately.

Damage Deposit will be placed in a City of Chicago non-interest bearing holding account.

Exhibit 3.

Henry Cardenas And Associates.
(Pan-American Festival).

Lease Agreement For Olive Park.

This Lease Agreement is made as of July 7, 1987, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and Henry Cardenas and Associates, a for profit corporation duly organized and existing under the laws of the State of Illinois, which has its principal offices at 3946 West North Avenue, Chicago, Illinois 60647 (the "Promoter").

Recitals.

Whereas, the Promoter desires the use of certain property, commonly known as Olive Park and more fully described on Exhibit A, which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Pan-American Festival (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

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

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period beginning 8:00 A.M. on August 5, 1987, and ending at 11:59 P.M. on August 11, 1987, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including, but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a rental fee of One Thousand and no/100 Dollars ($1,000.00) a day for each day the Festival is in operation under the term of this lease.

Rental payments shall be paid to the City of Chicago in the following manner:

A. One Thousand and no/100 Dollars ($1,000.00) shall be paid upon execution of lease.

B. Two Thousand and no/100 Dollars ($2,000.00) shall be paid no later than noon on the 8th day of August, 1987.

Payment of rent shall be made by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit B. The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit C.

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit D, and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit E, and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit F, and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promotor shall incorporate this clause in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skills, unskilled and craft union skilled labor who may perform any such labor or services in connection with this lease 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; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et seq.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851-866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of an audit on the Festival conducted by a certified public accountant.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars ($1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term

of the lease. The Promoter shall also require all sub-contractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work. The Promoter shall pay a Damage Deposit (clean-up/vandalism/repair/late fee) to the City of Chicago, Department of Finance, Real Estate Office in the amount of Three Thousand and 00/100 Dollars ($3,000.00), guaranteeing, inter alia, the repair and restoration of the Park and insuring the City of Chicago against the imposition of any and all liens arising from or related to any work performed, materials furnished or obligations incurred by or on behalf of the Promoter in connection with the Festival.

The Damage Deposit shall be paid to the City of Chicago in the following manner:

A. One Thousand and no/100 Dollars ($1,000.00) shall be paid upon execution of lease.

B. Two Thousand and no/100 Dollars ($2,000.00) shall be paid no later than noon on the 8th day of August, 1987.

Payment of deposit shall be made by certified check payable to the "City of Chicago."

The terms and conditions of the application of the Damage Deposit are more fully set forth in Exhibit G, attached hereto and incorporated by reference herein.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Park and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenantable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City of Chicago, Department of Water. The temporary alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Park back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed on the 22nd day of July, 1987.

In the event that the Promoter returns the Park to the City of Chicago, in a condition no less than that which existed on the 5th day of August, 1987, the City of Chicago shall return the remaining balance of the Damage Deposit made by the Promoter as required under Section 3.06 and as more fully described in Exhibit G hereto, by September 15, 1987,

or within fourteen (14) days after the City has conducted its final inspection, whichever is later.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other services or utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City of Chicago for those services (including, but not limited to, sanitation, security, and sewerage) directly attributable to the production of the Festival, other than the services of the liaison provided by the Office of Special Events which shall be free of charge. Such reimbursement shall be made to the City of Chicago by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit C, solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.18 This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

(a) Any material misrepresentation made by the Promoter to the City of Chicago.

(b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines, or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.

(c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoters.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time is of the Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1987 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion or federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits A through G attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of Finance
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Henry Cardenas & Associates, Inc
3946 West North Avenue
Chicago, Illinois 60647
Attention: Henry Cardenas

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an Ordinance of the City Council of the City of Chicago passed on _____. (C.J.P. p. _____).

8.03 The City of Chicago Fund chargeable is _____ and this lease agreement is subject to the availability of any funds contained therein.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits A through G attached to this agreement read as follows:

Exhibit A.

"Site Map".

_____

_____

_____

_____

Exhibit B.

"Proposal".

Exhibit C.

"Production Plan".

Exhibit D.

Mayor's Office Of Special Events.

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1987 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M. on the 5th day of August, 1987, and such set-up shall be completed not later than 11:59 A.M. on the 7th day of August, 1987.

Pan-American Festival

Olive Park shall be opened to the public for Pan American Festival on the 7th, 8th and 9th of August, 1987, from Noon through 10:00 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 10th day of August, 1987, until 11:59 P.M. on the 11th day of August, 1987.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break-down times, in order to coordinate supervision and security. The Promoter shall schedule entertainment such that it shall run no later than 10:00 P.M. Accommodations shall be made for those neighborhood residents who normally frequent the Park.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department shall tour the Park grounds in order to determine the condition of the Park at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Park to determine any damage incurred during that Festival's operation. The Promoter shall be responsible for the restoration of the Park in accordance with the lease agreement entered into for the use of the Park. All restoration shall be done to the Water Department's reasonable satisfaction. The Promoter shall also be responsible for the daily maintenance and repair of the Park during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including

grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Park grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing $1 Million Dollars general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance policies such as property insurance, dram shop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. The Promoter shall supervise all vehicles before, during and after the Festival and shall provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. Tent pegs or poles shall not be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. The Promoter shall consult with the Department of Water concerning any below- ground construction and shall comply with the limitation of the shallow depth of the Park grounds. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than $1 Million Dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. The Promoter shall not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and co-operate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Park in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Financial Disclosures And Statements. The Promoter shall submit a certified financial audit to M.O.S.E. within four (4) weeks after the end of the Festival.

18. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Park for the 1987 season only. In no event shall the Park be used for privately promoted festivals after 1987.

19. Medical. The Promoter shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and

obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present in the Parks during the Festival, when appropriate.

20. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit E.

Department Of Water Guidelines.

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive Park.

2. Tent pegs shall not be driven further than one (1') foot maximum--six (6") inches, if possible--into the ground. The Water Department shall supervise the installation of the tent pegs.

3. Nothing shall be mounted on top of the "Outlet Structure".

4. The Promoter shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoter. Payment for services shall be made by the Promoter directly to the service provider. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival without cost to the Festival.

5. Toilet facilities shall not be placed on the roof of the reservoir.

6. The Water Department shall drain and clean all five pools prior to the Festival, if so requested by Promoter. If all or any of the pools remain in operation during the term of the lease agreement, the Promoter shall ensure that there shall be no wading in the pools and shall provide additional security in the pool areas.

7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.

8. A fence has been erected at the park entrance protecting the "thicket" area.

9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.

10. The Promoter shall be responsible for all housekeeping and maintenance functions associated with the areas used, and any areas immediately adjacent thereto, by the Festival.

11. The Promoter shall supply its own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs of those City services directly attributable to the Festival shall be reimbursed by the Promoter.

12. A committee consisting of the Promoter, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect the Park and any designated Festival areas. This shall be done prior to the opening of the Festival and after the close of the Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after the Festival, and shall be under the direction of the City's Coordinator.

Exhibit F.

Metropolitan Sanitary District Of Greater Chicago
Pollution Prevention Measures.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Park which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post- event servicing at a minimum or more frequent service, if appropriate.

3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.

4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.

5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly

contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.

6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Park.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit G.

Damage Deposit.

(Cleanup/Repair/Vandalism/Late Fee).

If the Promoter fails to remove or to cause the general public to be removed from the Park by 11:59 P.M. on the 7th, 8th and 9th day of August, 1987, the Promoter shall pay One Thousand and no/100 Dollars ($1,000.00) of the Damage Deposit for every hour after such deadline that the Park is occupied by the Promoter's Festival patrons, guests or invitees, such amount being deemed to be reasonably related to the expenses incurred by the City of Chicago in such event.

This Damage Deposit shall not be applied, absent fraud, willful misconduct, or gross negligence on the part of the Promoter, to the clean-up or repair necessitated by acts of vandalism committed after 11:59 P.M. of the last day of the term of this lease and before 8:00 A.M. of the commencement day of the next festival immediately.

Damage Deposit will be placed in a City of Chicago non-interest bearing holding account.

Exhibit 4.

Chicago Amerital U.N.I.C.O. Club.
(Festival Fiesta Italiana).

Lease Agreement For Olive Park.

This Lease Agreement is made as of July 7, 1987, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and Chicago Amerital U.N.I.C.O. Club, a not-for-profit corporation duly organized and existing under the laws of the State of Illinois, which has its principal offices at 188 West Randolph, Suite 1920, Chicago, Illinois 60601 (the "Promoter").

Recitals.

Whereas, the Promoter desires the use of certain property, commonly known as Olive Park and more fully described on Exhibit A, which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Festival Fiesta Italiana (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

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

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period beginning 8:00 A.M. on August 12, 1987, and ending at 11:59 P.M. on August 18, 1987, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including, but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a rental fee of One and no/100 Dollars ($1.00) a day for each day the Festival is in operation under the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit B. The Promoter shall also submit a production plan for the

Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit C.

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit D, and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit E, and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit F, and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure the applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promotor shall incorporate this clause in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skills, unskilled and craft union skilled labor who may perform any such labor or services in connection with this lease 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; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et seq.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851-866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the

lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of an audit on the Festival conducted by a certified public accountant.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars ($1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dramshop insurance, workers' compensation, and inland marine insurance, naming the City of Chicago, its officials, employees, and agents, as additional insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all subcontractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work. The Promoter shall pay a Damage Deposit (cleanup/vandalism/repair/late fee) to the City of Chicago, Department of Finance, Real Estate Office in the amount of Three Thousand and 00/100 Dollars ($3,000.00), guaranteeing, inter alia, the repair and restoration of the Park and insuring the City of Chicago against the imposition of any and all liens arising from or related to any work performed, materials furnished or obligations incurred by or on behalf of the Promoter in connection with the Festival.

The Damage Deposit shall be paid to the City of Chicago in the following manner:

A. One Thousand and no/100 Dollars ($1,000.00) shall be paid upon execution of lease.

B. Two Thousand and no/100 Dollars ($2,000.00) shall be paid no later than noon on the 25th day of August 15, 1987.

Payment of deposit shall be made by certified check payable to the "City of Chicago."

The terms and conditions of the application of the Damage Deposit are more fully set forth in Exhibit G, attached hereto and incorporated by reference herein.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Park and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals

preceding its Festival. In the event that the Park should become untenantable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City of Chicago, Department of Water. The temporary alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Park back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed on the 12th day of August, 1987.

In the event that the Promoter returns the Park to the City of Chicago in a condition no less than that which existed on the 12th day of August, 1987, the City of Chicago shall return the remaining balance of the Damage Deposit made by the Promoter as required by Section 3.06 and as more fully described in Exhibit G hereto, by September 15, 1987, or within fourteen (14) days after the City has conducted its final inspection, whichever is later.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other services or utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City of Chicago for those services (including, but not limited to, sanitation, security, and sewerage) directly attributable to the production of the Festival, other than the services of the liaison provided by the Office of Special Events which shall be free of charge. Such reimbursement shall be made to the City of Chicago by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from

any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit C, solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.18 This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

(a) Any material misrepresentation made by the Promoter to the City of Chicago.

(b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement,

including those set forth in the Exhibits attached hereto and made a part hereof.

(c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy or forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time is of the Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1987 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits A through G attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections

contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of Finance
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

Chicago Amerital U.N.I.C.O. Club
180 West Randolph, Suite 1902
Chicago, Illinois 60601
Attention: Fred Randazzo

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an Ordinance of the City Council of the City of Chicago passed on _____. (C.J.P. p. _____).

8.03 The City of Chicago Fund chargeable is _____ and this lease agreement is subject to the availability of any funds contained therein.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits A through G attached to this agreement read as follows:

Exhibit A.

"Site Map".

Exhibit B.

"Proposal".

Exhibit C.

"Production Plan".

Exhibit D.

Mayor's Office Of Special Events.

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1987 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M. on the 12th day of August, 1987, and such set-up shall be completed not later than 11:59 A.M. on the 14th day of August, 1987.

Festa Italiana

Olive Park shall be opened to the public for Festa Italiana on the 14th, 15th and 16th days of August, 1987, from Noon through 10:00 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 17th day of August, 1987, until 11:59 P.M. on the 18th day of August, 1987.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break-down times, in order to coordinate supervision and security. The Promoter shall schedule entertainment such that it shall run no later than 10:00 P.M. Accommodations shall be made for those neighborhood residents who normally frequent the Park.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department shall tour the Park grounds in order to determine the condition of the Park at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Park to determine any damage incurred during that Festival's operation. The Promoter shall be responsible for the restoration of the Park in accordance with the lease agreement entered into for the use of the Park. All restoration shall be done to the Water Department's reasonable satisfaction. The Promoter shall also be responsible for the daily maintenance and repair of the Park during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Park grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing $1 Million Dollars general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance policies such as property insurance, dramshop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. The Promoter shall supervise all vehicles before, during and after the Festival and shall provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, the Promoter shall provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. Tent pegs or poles shall not be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. The Promoter shall consult with the Department of Water concerning any below- ground construction and shall comply with the limitation of the shallow depth of the Park grounds. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than $1 Million Dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promoter shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. The Promoter shall not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and co-operate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Park in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Financial Disclosures And Statements. The Promoter shall submit a certified financial audit to M.O.S.E. within four (4) weeks after the end of the Festival.

18. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease space at the Park for the 1987 season only. In no event shall the Park be used for privately promoted festivals after 1987.

19. Medical. The Promoter shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present in the Parks during the Festival, when appropriate.

20. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit E.

Department Of Water Guidelines.

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive Park.

2. Tent pegs shall not be driven further than one (1') foot maximum--six (6") inches, if possible--into the ground. The Water Department shall supervise the installation of the tent pegs.

3. Nothing shall be mounted on top of the "Outlet Structure".

4. The Promoter shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoter. Payment for services shall be made by the Promoter directly to the service provider. Water obtained through

fire hydrants shall either be metered or a flat fee account established for each festival without cost to the Festival.

5. Toilet facilities shall not be placed on the roof of the reservoir.

6. The Water Department shall drain and clean all five pools prior to the Festival, if so requested by Promoter. If all or any of the pools remain in operation during the term of the lease agreement, the Promoter shall ensure that there shall be no wading in the pools and shall provide additional security in the pool areas.

7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.

8. A fence has been erected at the park entrance protecting the "thicket" area.

9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.

10. The Promoter shall be responsible for all housekeeping and maintenance functions associated with the areas used, and any areas immediately adjacent thereto, by the Festival.

11. The Promoter shall supply its own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs for those City services directly attributable to the Festival shall be reimbursed by the Promoter.

12. A committee consisting of the Promoter, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect the Park and any designated Festival areas. This shall be done prior to the opening of the Festival and after the close of the Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after the Festival, and shall be under the direction of the City's Coordinator.

Exhibit F.

Metropolitan Sanitary District Of Greater Chicago
Pollution Prevention Measures.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Park which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum

shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.

3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.

4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.

5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.

6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Park.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit G.

Damage Deposit

(Cleanup/Repair/Vandalism/Late Fee).

If the Promoter fails to remove or to cause the general public to be removed from the Park by 11:59 P.M. on the 14th, 15th and 16th day of August, 1987, the Promoter shall pay One Thousand and no/100 Dollars ($1,000.00) of the Damage Deposit for every hour after such deadline that the Park is occupied by the Promoter's Festival patrons, guests or invitees, such amount being deemed to be reasonably related to the expenses incurred by the City of Chicago in such event.

This Damage Deposit shall not be applied, absent fraud, willful misconduct, or gross negligence on the part of the Promoter, to the clean-up or repair necessitated by acts of

vandalism committed after 11:59 P.M. of the last day of the term of this lease and before 8:00 A.M. of the commencement day of the next festival immediately.

Damage deposit will be placed in a City of Chicago non-interest bearing holding account.

Exhibit 5.

B. E. Promotions
(Rhythm & Blues Festival).

Lease Agreement For Olive Park.

This Lease Agreement is made as of July 7, 1987, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and the B. E. Promotions, a for profit corporation duly organized and existing under the laws of the State of Illinois, which has its principal offices at 334 South Wabash, Suite 202, Chicago, Illinois 60604 (the "Promoter").

Recitals:

Whereas, the Promoter desires the use of certain property, commonly known as Olive Park and more fully described on Exhibit A, which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Rhythm & Blues Festival (the "Festival"); and

Whereas, the Festival creates a unique opportunity for the City of Chicago to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

Whereas, the Festival further creates unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

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

Section 1.

The Above Recitals Are Expressly Incorporated In And Made A Part Of This Lease Agreement As Though Fully Set Forth Herein.

Section 2. Obligations Of The City.

2.01 The City of Chicago does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on

Exhibit A attached hereto, for the period beginning 8:00 A.M. on August 19, 1987, and ending at 11:59 P.M. on August 25, 1987, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City shall also provide the Promoter, at no charge, with a liaison to assist the Promoter in arranging for the necessary City services and permits, subject to such fees as may be set by the various City departments and agencies, including, but not limited to license or inspectional fees, and to assist the Promoter in its communications with such City departments and agencies as may become involved in the production of the Festival.

Section 3. Obligations Of The Promoter.

3.01 The Promoter shall pay the City of Chicago a rental fee of One Thousand and no/100 Dollars ($1,000.00) a day for each day the Festival is in operation under the term of this lease.

Rental payments shall be paid to the City of Chicago in the following manner:

A. One Thousand and no/100 Dollars ($1,000.00) shall be paid upon execution of lease.

B. Two Thousand and no/100 Dollars ($2,000.00) shall be paid no later than noon on the 22nd day of August, 1987.

Payment of rent shall be made by certified check payable to the "City of Chicago".

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as Exhibit B. The Promoter shall also submit a production plan for the Festival which must be acceptable to the City. The production plan is attached hereto and incorporated hereby as Exhibit C.

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City for the production of the Festival, a copy of which is attached hereto and incorporated hereby as Exhibit D, and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City of Chicago Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit E, and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as Exhibit F, and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or national origin, or otherwise commit an unfair employment practice. Promoter shall take affirmative action to ensure the applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Promoter shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Promotor shall incorporate this clause in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor who may perform any such labor or services in connection with this lease 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; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 *et seq.*; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, Ch. 29, Secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, Ch. 48, Secs. 851-866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1977, Ch. 48, Secs. 881 to 887; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and to the provisions of 41 C.F.R. Chapter 60.

(c) The Promoter shall, at its own cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease. The Promoter shall execute an anti-apartheid certification as described by Section 26-26.1 of the Municipal Code of the City of Chicago. The Promoter shall further provide the City of Chicago with a disclosure of ownership interests certification and a copy of an audit on the Festival conducted by a certified public accountant.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City of Chicago, its agents, officials, and employees, against all suits or claims of any kind whatsoever arising, directly or indirectly, out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable to the City of Chicago Comptroller, Risk Management Division, in the amount of no less than One Million Dollars ($1,000,000.00), naming the City of Chicago, its officials, employees and agents, as additional insureds. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City of Chicago, its officials, employees, and agents, as additional

insureds. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City of Chicago Comptroller, Risk Management Division, satisfactory evidence of the necessary insurance coverage not later than seven (7) business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors and vendors to present to the City of Chicago Comptroller, Risk Management Division, certificates of insurance in commercially reasonable amounts for all applicable work. The Promoter shall pay a Damage Deposit (clean-up/vandalism/repair/late fee) to the City of Chicago, Department of Finance, Real Estate Office in the amount of Three Thousand and 00/100 Dollars ($3,000.00), guaranteeing, inter alia, the repair and restoration of the Park and insuring the City of Chicago against the imposition of any and all liens arising from or related to any work performed, materials furnished or obligations incurred by or on behalf of the Promoter in connection with the Festival.

The Damage Deposit shall be paid to the City of Chicago in the following manner:

A. One Thousand and no/100 Dollars ($1,000.00) shall be paid upon execution of lease.

B. Two Thousand and no/100 Dollars ($2,000.00) shall be paid no later than noon on the 22nd day of August, 1987.

Payment of deposit shall be made by certified check payable to the "City of Chicago."

The terms and conditions of the application of the Damage Deposit are more fully set forth in Exhibit G, attached hereto and incorporated by reference herein.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it accepts the Park and its facilities in the condition existing at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenantable prior to or during the Festival for any reason, the Promoter agrees to indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, against all liability for any claims, suits or injuries arising from or as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City of Chicago, Department of Water. The temporary alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease agreement.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own cost and expense, it shall repair and yield the Park back to the City of Chicago at the conclusion of the Festival in a condition no less than that which existed on the 22nd day of July, 1987.

In the event that the Promoter returns the Park to the City of Chicago, in a condition no less than that which existed on the 22nd day of August, 1987, the City of Chicago shall return the remaining balance of the Damage Deposit made by the Promoter as required under Section 3.06 and as more fully described in Exhibit G hereto, by September 15, 1987, or within fourteen (14) days after the City has conducted its final inspection, whichever is later.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or on behalf of the Promoter.

3.11 The City of Chicago reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production and operation of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other services or utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City of Chicago for those services (including, but not limited to, sanitation, security, and sewerage) directly attributable to the production of the Festival, other than the services of the liaison provided by the Office of Special Events which shall be free of charge. Such reimbursement shall be made to the City of Chicago by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City of Chicago, its officials, employees, and agents, shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City of Chicago, its officials, employees, and agents, be liable for injury to the person of the Promoter, its employees, agents, vendors or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City of Chicago, its officials, employees and agents, shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of Chicago shall apply to this lease agreement.

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City of Chicago.

(b) In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every

obligation or undertaking hereinstated to be fulfilled or performed by the Promoter shall be the joint and several obligations of each such individual or other legal entity.

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as Exhibit C, solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City of Chicago and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

3.18 This lease agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Promoter or anyone acting on behalf of the Promoter and that if the same be so filed, this lease agreement and each and every provision hereof shall be and become absolutely null and void and the City of Chicago may declare such filing a breach of this lease agreement.

Section 4. Events Of Default, Termination Of Agreement And Remedies.

4.01 The following shall constitute events of default:

(a) Any material misrepresentation made by the Promoter to the City of Chicago.

(b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part thereof.

(c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default may, at the sole option of the City, work a forfeiture of this lease agreement and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy or forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the City.

Section 5. Special Conditions.

5.01 It is understood and agreed between the parties hereto that Time is of the Essence in this lease agreement and this applies to all terms and conditions contained herein.

5.02 This lease agreement is for the duration of the 1987 Festival only and creates no rights or guarantees for any subsequent festivals produced by the Promoter.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City of Chicago, its officials, employees and agents, shall not be liable to the Promoter for any losses incurred by reason of such termination, and the Promoter agrees to defend, keep, indemnify and save harmless the City of Chicago, its officials, employees, and agents against any claims, suits or injuries, arising, directly or indirectly, as a result of the implementation of this provision.

Section 6. General Conditions.

6.01 This lease agreement and the Exhibits A through G attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the terms and provisions of the lease agreement shall control as applicable.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City of Chicago, or other unit of local government, and no other officer, employee, or agent of the City of Chicago or other unit of local government who exercises any decision-making authority with regard to this lease agreement or any governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any

benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.09 All of the terms and provisions of the lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 7. Notices.

Any and all notices given or required under this lease agreement shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

and

Department of Finance,
Real Estate Office
320 North Clark Street, Room 505
Chicago, Illinois 60610
Attention: Supervisor of Leasing

If To The Promoter:

B. E. Promotions
334 South Wabash Avenue, Suite 202
Chicago, Illinois 60604
Attention: Kevin Wagner

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

Section 8. Authority.

8.01 The Promoter shall provide to the City a copy of its articles of incorporation, a current certificate of good standing, and a duly adopted resolution of its directors authorizing execution of this lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an Ordinance of the City Council of the City of Chicago passed on _____. (C.J.P. p. _____).

8.03 The City of Chicago Fund chargeable is _____ and this lease agreement is subject to the availability of any funds contained therein.

In Witness Whereof, the parties have caused this lease agreement to be signed as of the first date written above.

[Signature forms omitted for printing purposes.]

Exhibits A through G attached to this agreement read as follows:

Exhibit A.

"Site Map".

Exhibit B.

"Proposal".

Exhibit C.

"Production Plan".

Exhibit D.

Mayor's Office Of Special Events.

Rules And Regulations.

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1987 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. Festival Hours:

Set-Up Time

The Promoter shall commence set-up on or after 8:00 A.M. on the 19th day of August, 1987, and such set-up shall be completed not later than 11:59 A.M. on the 21st day of August, 1987.

Rhythm & Blues Festival

Olive Park shall be opened to the public for Rhythm & Blues Festival on the 21st, 22nd and 23rd of August, 1987, from noon through 10:00 P.M. daily.

Break Down Time

The Promoter shall be allowed break down time from 12:01 A.M. on the 24th day of August, 1987, until 11:59 P.M. on the 25th day of August, 1987.

The Promoter shall inform the City of its work schedule, including without limitation production set-up and break down times, in order to coordinate supervision and security. The Promoter shall schedule entertainment such that it shall run no later than 10:00 P.M. Accommodations shall be made for those neighborhood residents who normally frequent the Park.

2. Equipment Installation. All equipment, structures and materials not needed by the festival immediately following this Festival shall be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by the immediately following Festival shall be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. Attendance. The Promoters shall monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. Maintenance and Restoration. Prior to the scheduled date for the Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department shall tour the Park grounds in order to determine the condition of the Park at the time that the Festival arrives on the site. After the Festival, representatives shall again tour the Park to determine any damage incurred during that Festival's operation. The Promoter shall be responsible for the restoration of the Park in accordance with the lease agreement entered into for the use of the Park. All restoration shall be done to the Water Department's reasonable satisfaction. The Promoter shall also be responsible for the daily maintenance and repair of the Park during the term of its lease.

5. Food and Beverage Operations. The Promoter shall not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales shall be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. The Promoter shall monitor alcohol sales in cooperation with the Chicago Police Department and shall stop sales if the Police Department deems it necessary for public safety. The Promoter shall require their vendors to check age documentation when appropriate. The Promoter shall submit a list of vendors

to the Department of Revenue, the Department of Consumer Services, and M.O.S.E. at least three weeks before the start of the Festival.

The Promoter shall pay or cause to be paid to the Department of Consumer Services an assessed fee for the inspection of its vendors and shall require its vendors to comply with all rules, regulations and requirements concerning food and beverage operations. The Promoter shall monitor its vendors to ensure proper disposal of waste materials, including grease and water. The Promoter shall also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who shall be responsible for monitoring and supervising the food vendors on the Park grounds.

6. Deliveries. The Promoter shall ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. Insurance. The Promoter shall submit to M.O.S.E. a copy of an insurance policy showing $1 Million Dollars general liability coverage, naming the City of Chicago as additional insured, at least ten (10) days before the beginning of its Festival. This policy shall also hold the City of Chicago, its agents and employees, free from liability and litigation. The Promoter shall also obtain other necessary insurance policies such as property insurance, dramshop insurance, and workers' compensation. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall require subcontractors and vendors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. Vehicles. The Promoter shall limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. The Promoter shall supervise all vehicles before, during and after the Festival and shall provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. Electricity. The Promoter shall hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor shall be affiliated with I.B.E.W. An Edison Meter shall be installed by the Promoter in the "Outlet Area" and full costs for its electricity shall be borne by the Promoter. The Promoter shall adhere to the recommendations of City of Chicago electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. Sanitation and Sewerage. The Promoter shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers shall be pumped out at least once daily and disposed of at a City-approved site by a toilet company employed by the Promoter. In the event of rain, the storm sewers shall be pumped out by the toilet company and the water removed from the site. Catch basins shall be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste shall be disposed of in catch basins, but shall be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In

addition, the Promoter shall provide constant on-site cleanup of the Park and areas immediately adjacent thereto during the Festival. The Promoter shall clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains shall be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. Construction. Tent pegs or poles shall not be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. The Promoter shall consult with the Department of Water concerning any below- ground construction and shall comply with the limitation of the shallow depth of the Park grounds. Structures shall be free standing whenever possible.

12. Fireworks. The Promoter shall consult with M.O.S.E. concerning procedures for fireworks expositions and shall secure all necessary permits and pay all necessary fees for fireworks, if any. The Promoter shall obtain insurance in an amount of no less than $1 Million Dollars covering its fireworks display and naming the City of Chicago as an additional insured.

13. Promotional Materials. The Promotor shall limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. Extra Attractions. The Promoter shall consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Certain games of chance may be permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. The Promoter shall not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival. The Promoter shall contact and co-operate with the City of Chicago Department of Animal Care and Control regarding any animals to be brought into the Park in connection with its Festival.

15. M.O.S.E. Services. M.O.S.E. shall provide pre-production, on-site installation and operation, and post-production technical assistance. M.O.S.E. shall assist the Promoter in arranging for services from police, fire, sanitation, revenue, consumer services and other City of Chicago departments and agencies. The providing of such services shall be subject to such fees, and any rules and regulations as may be set by those departments.

16. On-Site Representation. The Promoter shall have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. The Promoter shall give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. in order that on-site decisions can be made and representatives contacted during the Festival.

17. Financial Disclosures And Statements. The Promoter shall submit a certified financial audit to M.O.S.E. within four (4) weeks after the end of the Festival.

18. Content Of Festival. The Promoter warrants and represents that the Festivals produced shall be substantially the same as the events originally proposed to M.O.S.E. in its written proposal. The Promoter acknowledges that the City of Chicago agreed to lease

space at the Park for the 1987 season only. In no event shall the Park be used for privately promoted festivals after 1987.

19. Medical. The Promoter shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. The Promoter shall train its staff in reporting any medical emergencies and obtaining ambulance services to hospitals. The Promoter shall have "Emergency Medical Teams" present in the Parks during the Festival, when appropriate.

20. Security. The Promoter shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel shall cooperate with the Chicago Police Department during the Festival and shall follow police instructions concerning the protection of the public safety.

Exhibit E.

Department Of Water Guidelines.

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive Park.

2. Tent pegs shall not be driven further than one (1') foot maximum--six (6") inches, if possible--into the ground. The Water Department shall supervise the installation of the tent pegs.

3. Nothing shall be mounted on top of the "Outlet Structure".

4. The Promoter shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoter. Payment for services shall be made by the Promoter directly to the service provider. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival without cost to the Festival.

5. Toilet facilities shall not be placed on the roof of the reservior.

6. The Water Department shall drain and clean all five pools prior to the Festival, if so requested by Promoter. If all or any of the pools remain in operation during the term of the lease agreement, the Promoter shall ensure that there shall be no wading in the pools and shall provide additional security in the pool areas.

7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.

8. A fence has been erected at the park entrance protecting the "thicket" area.

9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.

10. The Promoter shall be responsible for all housekeeping and maintenance functions associated with the areas used, and any areas immediately adjacent thereto, by the Festival.

11. The Promoter shall supply its own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs of those City services directly attributable to the Festival shall be reimbursed by the Promoter.

12. A committee consisting of the Promoter, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect the Park and any designated Festival areas. This shall be done prior to the opening of the Festival and after the close of the Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after the Festival, and shall be under the direction of the City's Coordinator.

Exhibit F.

Metropolitan Sanitary District Of Greater Chicago
Pollution Prevention Measures.

The Promoter shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing the Park which may result from the operation of the Festival. In order to ensure that no pollution occurs, the Promoter shall adhere to the following procedures and measures:

1. The Promoter shall provide a minimum of one waste water drum per food vendor which shall receive wash waters from food preparation. Each drum shall be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums shall be placed in a central location accessible to the vendors as well as the service contractor and each drum shall have a screen over the open top to prevent the entry of large debris.

2. The Promoter shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post- event servicing at a minimum or more frequent service, if appropriate.

3. The Promoter shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.

4. The Promoter shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than daily servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets shall be located on the main perimeter sidewalk or on the lake-side thereof at

key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.

5. The Promoter shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the M.S.D.G.C.

6. The Promoter shall require the vendors participating in the Festival to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of the Park.

Any costs or expenses incurred by the M.S.D.G.C. as a result of the operation of the Festival shall be the responsibility of the Promoter.

Exhibit G.

Damage Deposit.

(Cleanup/Repair/Vandalism/Late Fee).

If the Promoter fails to remove or to cause the general public to be removed from the Park by 11:59 P.M. on the 21st, 22nd and 23rd day of August, 1987, the Promoter shall pay One Thousand and no/100 Dollars ($1,000.00) of the Damage Deposit for every hour after such deadline that the Park is occupied by the Promoter's Festival patrons, guests or invitees, such amount being deemed to be reasonably related to the expenses incurred by the City of Chicago in such event.

This Damage Deposit shall not be applied, absent fraud, willful misconduct, or gross negligence on the part of the Promoter, to the clean-up or repair necessitated by acts of vandalism committed after 11:59 P.M. of the last day of the term of this lease and before 8:00 A.M. of the commencement day of the next festival immediately.

Damage Deposit will be placed in a City of Chicago non-interest bearing holding account.

COMMITTEE ON LICENSE.

MUNICIPAL CODE CHAPTER 101 AMENDED BY ADDING NEW SECTION 101-29.3 CONCERNING NOTIFICATION OF BUSINESS LICENSE APPLICANTS ABOUT RESPONSIBILITY FOR MAINTENANCE OF PUBLIC WAY.

The Committee on License submitted the following report.

CHICAGO, July 14, 1987.

To the President and Members of the City Council:

Your Committee on License took under consideration a proposed ordinance authorizing the amendment of Chapter 101, Sec. 101-29.3 of the Municipal Code of the City of Chicago; and authorizing the requirement of notifications to businesses regarding refuse removal from an abutting public way. This matter was presented to the Committee on July 14, 1987 and considered by the Committee on July 14, 1987 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 101 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 101-29.3, and to read in italics as follows:

101-29.3. Upon the issuance or renewal of licenses issued pursuant to this Chapter, it shall be the duty of the Director of Revenue to notify each applicant in writing of the provisions of Sections 101-29.1 and 101-29.2 regarding responsibility for maintenance of the public way abutting each business.

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

MUNICIPAL CODE CHAPTER 117 REPEALED IN ITS ENTIRETY.

The Committee on License submitted the following report:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on License took under consideration a communication recommending an ordinance authorizing the repeal of Chapter 117 of the Municipal Code of the City of Chicago. This matter was presented to the committee on July 14, 1987 and the Committee on License, having had the same considered by the committee on July 14, 1987 and under advisement begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 117 of the Municipal Code of Chicago is hereby repealed in its entirety.

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

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130 BY ADDING NEW SECTION 130-4.12 CONCERNING MOBILE FOOD DISPENSERS.

The Committee on License submitted a report recommending that the City Council pass a proposed ordinance amending Chapter 130 by addition of new Section 130-4.12 to the Municipal Code of the City of Chicago authorizing procedural changes for the operation of Mobile Food Dispensers.

Alderman Bloom moved to *Re-Refer* the said proposed ordinance back to the Committee on License.

The motion *Prevailed* and the said proposed ordinance was *Re-Referred* to the Committee on License.

COMMITTEE ON LOCAL TRANSPORTATION.

CHICAGO TRANSIT AUTHORITY URGED TO REMOVE BUS STOP ON PORTION OF NORTH CLARK STREET.

CHICAGO, July 10, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation having had under consideration a proposed order (which was referred on June 30, 1987) memorializing the Chicago Transit Authority to give consideration to the removal of the bus stop at 5906 N. Clark Street to Pole No. 58-8 to 5846--5848 N. Clark Street, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the removal of the "Bus Stop" at 5906 N. Clark Street to Pole No. 58-8 to 5846--5848 N. Clark Street.

INSTALLATION OF BUS PASSENGER SHELTER ON PORTION OF EAST 130TH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 10, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 30, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for westbound traffic on E. 130th St. at the intersection of S. Daniel Drive (Private) with the provision that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection, now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Location	Ward
East 130th Street		South Daniel Drive (Private) (approx. 300 E.)	West	9

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 10, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred June 24, 1987) authorizing the Chicago Transit Authority to install bus passenger shelters for southbound traffic on Lake Shore Drive at the intersection of Waveland Ave., northbound traffic at Lake Shore Drive at the intersection of Addison St. and southbound traffic on Broadway at the intersection of Wilson Ave., with the provision that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection, now, therefore;

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Location	Ward
Lake Shore Drive		Waveland	Southbound	46
Lake Shore Drive		Addison	Northbound	46
Broadway		Wilson	Southbound	46

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTER ON PORTION OF SOUTH WESTERN AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 10, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on June 24, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for southbound traffic on South Western Avenue at the intersection of West 87th Street, with the provisions that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Location	Ward
South Western Avenue		West 87th Street	South	18

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTER ON PORTION OF NORTH LINCOLN AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 10, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on May 20, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for southeast bound traffic on N. Lincoln Ave. at the intersection of N. Whipple Street, with the provisions that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Location	Ward
North Lincoln Avenue		North Whipple Street	Southeast	40

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering & Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 10, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred June 30, 1987) authorizing the Chicago Transit Authority to install bus passenger shelters for eastbound traffic on W. Armitage Avenue at the intersection of N. Avers Avenue and a shelter on W. Division Street at the intersection of N. Karlov Avenue, with the provision that C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
((Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At Intersection	Location	Ward
West Armitage Avenue	North Avers Avenue	East	31
West Division Street	North Karlov Avenue	East	31

SECTION 1a. The Chicago Transit Authority shall submit copies of Plans and Specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTER ON PORTION OF WEST CHICAGO AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, July 10, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed order (which was referred June 24, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for eastbound traffic on West Chicago Avenue at the intersection of North Karlov Avenue, with the provision that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation memoralize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter at the intersection of West Chicago Avenue and North Karlov Avenue.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

EXECUTION OF AGREEMENT WITH VIETNAM COMBAT VETERANS, LTD., FOR DISPLAY OF MOBILE "VIETNAM VETERANS MEMORIAL".

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an ordinance authorizing the Mayor to execute an agreement with the Vietnam Combat Veterans, Ltd. for the display of a one-half-scale mobile "Vietnam Veterans Memorial" in Olive Park from July 16, 1987 to July 22, 1987 begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which was transmitted herewith.

This recommendation was concurred in by 5 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute on behalf of the City of Chicago, subject to the approval of the Comptroller and the Corporation Counsel as to form and legality, an agreement with the Vietnam Combat Veterans, Ltd. for the display of a one-half-scale mobile "Vietnam Veterans Memorial" in Olive Park from July 16, 1987 to July 22, 1987, inclusive, to be substantially in the form attached hereto and incorporated by reference herein as "Exhibit A".

SECTION 2. That this ordinance shall be in effect as of and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Agreement.

This Agreement is made as of this _____ day of _____, 1987, by and between the City of Chicago, a municipal corporation and a unit of home rule government under Article VII of the Constitution of the State of Illinois, acting by and through its Mayor's Office of Special Events ("City") and the Chicago "Moving Wall" Committee, a not for profit corporation, duly organized and existing under the laws of the State of Illinois ("Sponsor").

Recitals:

Whereas, the Sponsor represents and warrants that it has been given the right to display a one-half-scale mobile "Vietnam Sponsor Memorial" (the "Memorial") in the City of Chicago; and

Whereas, the City of Chicago dedicated Olive Park (the "Park") to the memory of Milton L. Olive, III, a paratrooper who posthumously received the Congressional Medal of Honor in 1966 and who was the first Chicagoan to be so honored as a result of the conflict in Southeast Asia; and

Whereas, the Sponsor, for that reason, believes it fitting and appropriate and, therefore, desires to display the Memorial in the Park for the purpose of public viewing;

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

Section 1.

The above recitals are expressly incorporated by reference and included herein as though fully set forth below.

Section 2. The City.

2.01. The City of Chicago hereby grants and conveys to the Sponsor permission to display the Memorial in the Park on and from July 16, 1987, until noon, July 22, 1987, inclusive. A reasonable time for installation and dismantling shall be permitted. The site provided for the Memorial shall be no less than two hundred fifty feet by thirty-five feet (250' X 35') in an area to be mutually agreed upon by the City and the Sponsor. The general public shall be permitted to enter the Park for the purpose of viewing the Memorial daily during the hours of 5 A.M. to 11 P.M. from July 16, 1987 until July 21, 1987, and from 5 A.M. until noon on July 22, 1987.

2.02. The City shall provide such technical assistance and cooperation to the Sponsor as may be reasonably necessary to ensure that the Memorial is suitably presented for public viewing.

2.03. The City of Chicago shall permit the Sponsor to remove and retain any and all items left at the Memorial site by the viewing public for the purpose of display when a permanent site for the Memorial is completed. The City shall not engage in the sale of any souvenir items in the Park during the display of the Memorial.

Section 3. The Sponsor.

3.01. The Sponsor warrants and represents that it has the legal right to display the Memorial and that such structure or the display thereof does not and shall not constitute an infringement of the rights of any third party or an invasion of any person's privacy.

3.02. The Sponsor shall be responsible for the transport of the Memorial and its installation in the designated area in the Park. The installation of the Memorial and any accommodations made for the viewing public shall be acceptable to the City, the Commissioner of the Department of Water for the City of Chicago and the Metropolitan Sanitary District of Greater Chicago. The plans for such installation and dismantling shall be submitted to the Commissioner of the Department of Water for the City of Chicago for prior approval.

3.03. The Sponsor shall provide no less than two (2) copies of the Vietnam Veterans Memorial Directory of Names for use at the Memorial site. The Sponsor shall arrange for volunteer assistance in answering the public's questions and locating names. The Sponsor shall further be responsible for any and all voluntary contributions made by the public at the Memorial site, including but not limited to cash, flowers, letters, medals and photos.

3.04. The Sponsor shall be responsible for the care, maintenance and general security of the Memorial. The Sponsor shall provide a twenty-four (24) hour honor guard which shall be permitted to remain with the Memorial during its presence in the Park. Although the City of Chicago shall provide routine care and maintenance to the Park, the Sponsor shall be responsible for maintaining the general appearance of the Memorial and its site during the display.

3.05. The Sponsor shall appoint and identify to the City a responsible individual charged with the management and coordination of the performance of the terms and conditions of this Agreement, who shall be available at all times to the City during the term of the Agreement.

3.06. The Sponsor shall obtain, and provide evidence thereof to the Comptroller of the City of Chicago, Risk Management Division, no less than three (3) business days prior to the commencement of the Memorial's installation in the Park, public liability insurance in a commercially reasonable amount from a company licensed by and/or authorized to do business in the State of Illinois, naming the City of Chicago, its officials, employees and agents, as an additional insured.

3.07. The Sponsor shall indemnify, defend, keep and save harmless the City of Chicago, its officials, employees and agents, from any and all suits, claims, actions or injuries, arising, directly or indirectly, as a result of the granting or performance of this Agreement.

3.08. The Sponsor shall, in performing under this Agreement, comply with all applicable laws, statutes, ordinances and executive orders, and shall obtain, at its own cost and expense, all licenses or permits necessary for the transport, installation and display of the Memorial.

3.09. The Sponsor shall be responsible for all costs related to the transport, installation and maintenance of the Memorial, and for the cost of travel and food and lodging for the personnel accompanying the Memorial.

Section 4. General Conditions.

4.01. This Agreement shall not be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by the Sponsor of any one acting on its behalf.

4.02. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

4.03. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Section 5. Notices.

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If to the City:	Mayor's Office of Special Events City Hall, Room 703 121 North LaSalle Street Chicago, Illinois 60602 Attention: Director
With copy to:	Corporation Counsel City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602
If to the Sponsor:	Patrick Savage, Registered Agent Chicago "Moving Wall" Committee 1413 West Farwell Chicago, Illinois 60626
With copy to:	William Murray, Chairman Chicago "Moving Wall" Committee 1339 West Byron Chicago, Illinois 60613

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective on receipt.

Section 6. Authority.

6.01. The City of Chicago fund chargeable shall be _____ and is subject to the availability of funds contained therein.

6.02. Execution of this Agreement by the City of Chicago is authorized by ordinance passed by the City of Council on _____. (C.J.P. p. _____)

6.03. Execution of this Agreement by the Sponsor is authorized by _____.

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

[Signature forms omitted for printing purposes.]

COMMITTEE ON ZONING.

Action Deferred -- MUNICIPAL CODE CHAPTER 194A AMENDED CONCERNING DEFINITION OF "ADULT USES" IN RECLASSIFYING PARTICULAR AREAS.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Sawyer and Alderman Evans, *Deferred* and ordered published:

July 14, 1987.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass said proposed ordinance transmitted herewith (referred to your committee on June 5, 1987) to amend Chapter 194A, the "Chicago Zoning Ordinance," for the purpose of reclassifying particular areas.

This recommendation was concurred in by eight (8) members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) DANNY K. DAVIS,
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 Chapter 194A, the "Chicago Zoning Ordinance", of the Municipal Code of Chicago is hereby amended in Section 3.2 by adding a new definition in proper alphabetical sequence, and in Sections 9.3-2, 9.3-3 and 9.4-2 by deleting the language in brackets and adding the language in italics, as follows:

3.2 * * * * * *

Adult Uses. The phrase "adult uses" means adult book stores, adult motion picture theaters, adult mini motion picture theaters, adult entertainment cabarets, as defined below, or similar establishments.

a. An adult book store is an establishment having as a substantial or significant portion of its stock in trade, books, magazines, films for sale or viewing on premises by use of motion picture devices or any other coin- operated means, and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities," or "specified anatomical areas," or an establishment with a segment or section devoted to the sale or display of such material.

b. An adult motion picture theater is an enclosed building with a capacity of 50 or more persons used regularly and routinely for presenting material having as a dominant theme material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," for observations by patrons therein.

c. An adult mini motion picture theater is an enclosed building with a capacity for less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," for observation by patrons therein.

d. An adult entertainment cabaret is a public or private establishment which is licensed to serve food and/or alcoholic beverages, which features topless dancers, strippers, male or female impersonators, or similar entertainers.

e. The phrase "specified sexual activities" in connection with adult uses means:

1. Human genitals in a state of sexual stimulation or arousal;

2. Acts of human masturbation, sexual intercourse or sodomy;

3. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

f. The phrase "specified anatomical areas" in connection with adult uses means:

1. Less than completely and opaquely covered: (a) human genitals, pubic region, (b) buttock and (c) female breast below a point, immediately above the top of the areola; and

2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

* * * * *

9.3-2 Permitted Uses--General Commercial Districts.

* * *

B. The following uses are permitted in the C2-1 to C2-5 Districts inclusive:

(1) Any use permitted in the C1-1 to C1-5 Districts inclusive--as set forth in Section 9.3-1B--unless otherwise set forth or superseded hereinafter.

(2) Contractor's Yards.

(3) Gas Utility Service Substations.

(4) Motor Vehicle Sales.

(5) Hotel and Motels.

(6) Adult Uses, provided that, as measured between property lines, no such Adult Use shall be located

a. Within 1,000 feet of another existing Adult Use; nor

b. Within 1,000 feet of any Zoning District which is zoned for Residential Use; nor

c. Within 1,000 feet of any pre-existing school or place of worship.

* * * * *

9.3-3 Permitted Uses--C3-1 to C3-7 Commercial-Manufacturing Districts.

* * *

B. The following uses are permitted in the C3-1 to C3-7 Districts inclusive:

(1) Any use permitted in the C1-1 to C1-5 Districts inclusive--as set forth in Section 9.3-1B--unless otherwise set forth or superseded hereinafter.

(2) Any Production, Processing, Cleaning, Servicing, Testing, or Repair of Materials, Goods, or Products, subject to the conditions imposed under 9.3-3A.

(3) Hotels and Motels.

(4) Adult Uses, provided that, as measured between property lines, no such Adult Use shall be located,

a. Within 1,000 feet of another existing Adult Use; nor

b. Within 1,000 feet of any Zoning District which is zoned for Residential Use; nor

c. Within 1,000 feet of any pre-existing school or place of worship.

* * * * *

9.4-2 Special Uses--C2-1 to C2-5 general Commercial Districts.

[(1)] Any special use allowed in C1-1 [and] *through* C1-5 Districts, inclusive.

[(2)] In C2-4 Districts, adult uses, as defined in Chapter 194C of the Municipal Code of Chicago.]

SECTION 2. That Chapter 194C, Section 4 of the Municipal Code of Chicago is hereby amended by renumbering all of its sections in accordance with the provisions of Chapter 1 of this Code and by deleting the language in brackets and adding the language in italics, as follows:

[Section 1.] *194C-1.* * * *

[Section 2.] *194C-2.* * * *

[Section 3.] *194C-3.* * * *

[A] *a.* * * *

[B] *b.* * * *

[C] *c.* * * *

[D] *d.* * * *

[E] *e.* * * *

[F] *f.* * * *

[SECTION 4.] *194C-4.* Regulated Uses. Regulated Uses include all Adult Uses which include, but are not limited to the following:

Adult Book Store.

Adult Motion Picture Theater.

Adult Mini Motion Picture Theater

Adult Entertainment Cabaret.

[4.1[*194C-4.1.* Adult Uses shall be permitted subject to [the following] *zoning* restrictions *as provided in Chapter 194A* [:] .

[(1) No such Adult Uses shall be allowed within 1,000 feet of another existing Adult Use.

(2) No such Adult Use shall be located within 1,000 feet of any Zoning District which is zoned for Residential Use.

(3) No such Adult Use shall be located within 1,000 feet of a pre- existing school or place of worship.

(4) No such Adult Uses shall be located in any Zoning District except a C-2 zoned area.]

[SECTION 5.] *194C-5.*

[(] a [)]. * * *

[(] b [)]. * * *

[(] c [)]. * * *

[(] d [)]. * * *

[(] e [)]. * * *

[(] f [)]. * * *

[(] g [)]. * * *

[(] h [)]. * * *

[(] i [)]. * * *

194C-5.1 * * *

194C-5.2 * * *

[SECTION 6] 194C-6. * * *

[6.1] * * *

[6.2] *194C-6.1.* * * *

[6.3] *194C-6.2.* * * *

[SECTION 7] 194C-7. * * *

[7.1] * * *

[7.2] *194C-7.1.* * * *

SECTION 3. This ordinance shall take effect from and after its passage.

Re-Referred -- MUNICIPAL CODE CHAPTER 27, SECTION 27-269.1 AMENDED REGARDING REMOVAL OF MOBILE FOOD DISPENSER/PEDDLER RESTRICTION IN MEDICAL CENTER DISTRICT.

The Committee on Zoning submitted a report recommending that the City Council re-refer a proposed ordinance to repeal the use of Mobile Food Dispensers and Peddler's Restriction in Medical Center Districts.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on License.*

Re-Referred -- MUNICIPAL CODE CHAPTER 130, SECTION 130-4.12 AMENDED CONCERNING OPERATION REGULATIONS OF MOBILE FOOD DISPENSERS.

The Committee on Zoning submitted a report recommending that the City Council re-refer a proposed ordinance to amend the Municipal Code concerning Operation Regulations of Mobile Food Dispensers.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on License.*

JOINT COMMITTEE.

COMMITTEE ON BUILDINGS.

COMMITTEE ON ZONING.

ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning submitted the following report:

CHICAGO, July 15, 1987.

To the President and Members of the City Council:

The Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith referred to your committee on June 24, 1987 and June 30, 1987, to authorize the issuance of permits for the erection and maintenance to illuminated signs.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,
(Signed) DANNY K. DAVIS,
Chairman
Committee on Zoning.

(Signed) FRED B. ROTI,
Chairman
Committee on Buildings.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and said proposed orders were *Passed* by yeas and nays and follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

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

James D. Ahern And Company.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern & Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6116 North Western Avenue, Dave Miller Dodge City, Incorporated:

Dimensions: length 12 feet 3 inches, height 15 feet 0 inches
Height Above Grade/Roof to Top of Sign: 35 feet 0 inches
Total Square Foot Area: 195 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

James D. Ahern And Company.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern & Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6116 North Western Avenue, Dave Miller Dodge City, Incorporated:

Dimensions: length 286 feet, height 4 feet (One Sign On The Front And South Side Of Bldg.)
Height Above Grade/Roof to Top of Sign: 12 feet 0 inches
Total Square Foot Area: 1,194 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

M-K Signs.
(Fretter Drug Store.)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2601 North Elston Avenue, Fretter Drug Store:

Dimensions: length 21 feet 0 inches, height 7 feet 4 inches
Height Above Grade/Roof to Top of Sign: 30 feet 0 inches
Total Square Foot Area: 154 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

M-K Signs.
(Fretter Superstore.)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2601 North Elston Avenue, Fretter Superstore:

Dimensions: length 21 feet 0 inches, height 7 feet 4 inches
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 154 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Jerald I. Much And Company.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Jerald I. Much & Company, 4557 West Albion Avenue, Lincolnwood, Illinios 60646, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 406 South Pulaski Road, Chicago, Illinois, General Advertisers--various copy:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 105 feet
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

National Advertising Company.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 South Harlem Avenue, Argo, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 9710 West Foster Avenue, Dawn Graphics:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 83 feet
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Universal Outdoor, Incorporated.
(6201 North Mannheim Road)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6201 North Mannheim Road, Advertising Sign--various accounts:

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Universal Outdoor, Incorporated.
(6151 North Mannheim Road)

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6151 North Mannheim Road, Advertising Sign--various accounts:

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 65 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

White Way Sign And Maintenance Company.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign & Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5400 West Roosevelt Road, Shetland Properties (Sun Beam Park):

Dimensions: length 15 feet 0 inches, height 12 feet 0 inches
Height Above Grade/Roof to Top of Sign: 32 feet 0 inches
Total Square Foot Area: 360 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

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1. TRAFFIC REGULATIONS. TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
ROTI (1st Ward)	South State Street (south side) from a point 85 feet south of East 16th Street to a point 25 south thereof-- 9:00 A.M. to 6:00 P.M.--Monday through Friday;
HAGOPIAN (30th Ward)	West Fullerton Avenue, at 5071--8:00 A.M. to 4:00 P.M.-- Monday through Saturday;
FIGUEROA (31st Ward)	North Kedvale Avenue, at 1546-- 1556-- 10:00 A.M. to 7:00 P.M.-- Monday through Saturday;
NATARUS (42nd Ward)	North Wells Street, at 503--at all times-- on all days;
	East Delaware Place, at 25--at all times-- no exceptions;

Alderman	Location, Distance and Time
	East Grand Avenue, at 160--7:00 A.M. to 7:00 P.M.--no exceptions;
	East Delaware Place, at 20--at all times--no exceptions.

Referred -- ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH SEMINARY AVENUE.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction at the 2700 block of North Seminary Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- INSTALLATION OF PARKING METERS ON PORTION OF SOUTH SAWYER AVENUE.

Alderman Sheahan (19th Ward) presented a proposed order for the installation of 2-hour parking meters in the City parking lot at 11057 South Sawyer Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented two proposed orders for the removal of parking meters 1005, 1007, 1032 and 1039 located in front of the Elm Street Cafe at 9 East Elm Street, and parking meters 240-1068 and 240-1069 located at 503 North Wells Street, which were *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF PARKING METER LIMITATION ON PORTION OF WEST GRANVILLE AVENUE.

Alderman Osterman (48th Ward) presented a proposed order to amend the parking meter limitation from 2-hours to 1-hour for meters located on both sides of the 1100 block of West Granville Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
KRYSTYNIAK (23rd Ward)	South Knox Avenue (west side) from South Archer Avenue to the first alley south thereof--one hour--8:00 A.M. to 6:00 P.M.--no exceptions;
BANKS (36th Ward)	West Grand Avenue, at 6242--30 minute limit--9:00 A.M. to 10:00 A.M.--Monday through Saturday;
	West Irving Park Road, at 8235 alongside on North Pittsburgh Avenue (west side) from West Irving Park Road to the first alley south thereof- -one hour--8:00 A.M. to 7:00 P.M.-- Monday through Sunday.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
CARTER (15th Ward)	West 61st Street, from South Damen Avenue to South Winchester Avenue- - 1:00 P.M. to 3:00 P.M.--on all school days;
STONE (50th Ward)	North Clark Street (west side) from West Peterson Avenue to West Pratt Avenue-- 6:00 A.M. to 9:00 A.M.-- Monday, Wednesday and Friday;
	North Clark Street (east side) from West Devon Avenue to West Pratt Avenue-- 6:00 A.M. to 9:00 A.M.-- Tuesday and Thursday.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
ROTI (1st Ward)	South Aberdeen Street, at 923 (except for handicapped);
TILLMAN (3rd Ward)	West 58th Street, at 503 (except for handicapped);
T. EVANS (4th Ward)	South Drexel Boulevard, at 4901 Apt. 234 (except for handicapped);
	South Ingleside Avenue, at 5212 (except for handicapped);
	South Wabash Avenue, at 7837 (except for handicapped);
BEAVERS (7th Ward)	South Saginaw Avenue, at 9350 (except for handicapped);
	South Yates Avenue, at 8005 (except for handicapped);
HUELS (11th Ward)	South Parnell Avenue, at 3744 (except for handicapped);
	South Loomis Street, at 2919 (except for handicapped);
	South Wood Street, at 3723 (except for handicapped);
FARY (12th Ward)	West 40th Place, at 2830 (except for handicapped);
KELLAM (18th Ward)	South Sawyer Avenue, at 8104 (except for handicapped);
SOLIZ (25th Ward)	South Throop Street, at 1824 (except for handicapped);

Alderman	Location and Distance
HAGOPIAN (30th Ward)	West Fullerton Avenue, at 5020;
HAGOPIAN for *MELL* (33rd Ward)	West Logan Boulevard, at 3110 (except for handicapped);
	North Bernard Street, at 2551 (except for handicapped);
BANKS (36th Ward)	West Fullerton Avenue, at 6219, at either side of driveway (except for handicapped);
LAURINO (39th Ward)	North Harding Avenue, in front of 4444;
	North Pulaski Road (west side) entire 6300 block;
HANSEN (44th Ward)	North Dayton Street (west side) between West Wellington Avenue and West Nelson Street;
STONE (50th Ward)	North Ridge Avenue, at 6718 (barricade entrance);
	West Morse Avenue, at 2216, at either side of driveway;
	North Maplewood Avenue, at 6430 (except for handicapped).

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
STREETER (17th Ward)	7900 block of South Lafayette Avenue (both sides)--at all times;

Alderman	Location, Distance and Time
SHEAHAN (19th Ward)	South Walden Parkway (west side only) from West 106th Street to West 107th Street--at all times--all days;
KOTLARZ (35th Ward)	West Melrose Street (both sides) between North Keeler Avenue and North Karlov Avenue--at all times.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
ROTI (1st Ward)	West 13th Street (north side) from South Oakley Boulevard to the first alley west thereof;
BANKS (36th Ward)	North Newland Avenue (both sides) from West Belmont Avenue to the first alley south thereof;
	North New England Avenue (west side) from West Belmont Avenue to the first alley south thereof;
CULLERTON (38th Ward)	North Nina Avenue (west side) from West Irving Park Road to West Dakin Avenue;
	West Dakin Avenue (north side) from North Nina Avenue to North Narragansett Avenue.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
SHILLER (46th Ward)	West Irving Park Road (north side) from North Greenview Avenue to North Ashland Avenue--at all times-- no exceptions;
	West Irving Park Road (north side) from North Clark Street to a point 200 feet west of North Southport Avenue--3:00 P.M. to 7:00 P.M.--no exceptions;
	North Clark Street (east side) from West Byron Street to West Irving Park Road--3:00 P.M. to 7:00 P.M.--no exceptions;
OSTERMAN (48th Ward)	North Marine Drive at 5040--5060 (at either side of driveway)--at all times--no exceptions.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Signal
BLOOM (5th Ward)	Intersection of East Marquette Avenue and South Jeffery Avenue-- left turn signal;
CALDWELL (8th Ward)	Intersection of East 87th Street and South Dorchester Avenue--walk signal.

Referred -- PROPOSED STUDY REGARDING INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

Alderman Caldwell (8th Ward) presented a proposed order to cause a study to be made with a view to ascertain the need of "Walk" and "Don't Walk" signals at the intersection of South

Dorchester Avenue and East 87th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- INSTALLATION OF TRAFFIC SIGNS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
T. EVANS (4th Ward)	North and southbound traffic on South Vincennes Avenue at intersection of East 41st Street-- "Stop";
	East and westbound traffic on East 53rd Street at the intersection of South Blackstone Avenue--"Stop";
	South Blackstone Avenue (one-way street/northerly) at the intersection of East 52nd Street--"Stop";
BLOOM (5th Ward)	East 73rd Street and South Paxton Avenue--"4-Way Stop";
	East 74th Street and South Coles Avenue--"4-Way Stop";
	South Oglesby Avenue (north and southbound traffic) at the intersection of East 78th Street-- "Stop";
SAWYER (6th Ward)	South Prairie Avenue (one-way northerly) and East 77th Street (one- way westerly)--"2-Way Stop";
BEAVERS (7th Ward)	East and westbound traffic on East 83rd Street at the intersection of South Saginaw Avenue--"Stop";
	East and westbound traffic on East 87th Street at the intersection of South Colfax Avenue--"Stop";

Alderman	Location and Type of Sign
	South Muskegon Street (one-way southerly) at the intersection of East 82nd Street--"Stop";
	South Paxton Avenue (one-way southerly) at the intersection of East 91st Street--"Stop";
	South Essex Avenue (one-way southerly) at the intersection of East 86th Street--"Stop";
	South Muskegon Street (one-way southerly) at the intersection of East 81st Street--"Stop";
HUELS (11th Ward)	Northwest corner of 42nd Street and Lowe Avenue stopping southbound traffic--"Stop";
	Southwest and northeast corners of 37th Street and Parnell Avenue stopping eastbound and westbound traffic--"Stop";
	Southeast and northeast corners of 42nd Street and Union Avenue stopping northbound traffic--"Stop";
	32nd Street and Wallace Street (all four corners)--"Stop";
FARY (12th Ward)	South Winchester Avenue (one-way southerly) at the intersection of West 36th Street--"3-Way Stop";
	North and southbound traffic on North Fairfield Avenue at the intersection of West 44th Street-- "Stop";
	North and southbound traffic on South Rockwell Street at the intersection of West 46th Street-- "Stop";
	East and westbound traffic on South Rockwell Street at the intersection of West 44th Street--"Stop";

Alderman	Location and Type of Sign
	South Fairfield Avenue at the intersection of West 44th Street-- "Stop";
	South Richmond Avenue (one-way southerly) at the intersection of West 44th Street--"Stop";
	South Washtenaw Avenue (one-way southerly) at the intersection of West 46th Street--"3-Way Stop";
CARTER (15th Ward)	West 70th Street and Oakley Avenue- - "4-Way Stop";
SHEAHAN (19th Ward)	West 96th Street and Claremont Avenue, stopping westbound on West 96th Street and stopping northbound on South Clarement Avenue--"2-Way Stop";
KRYSTYNIAK (23rd Ward)	West 54th Street at the intersection of South Karlov Avenue--"Stop";
	South Ridgeway Avenue at the intersection of West 50th Street-- "Stop";
FIGUEROA (31st Ward)	North Drake Avenue at the intersection of West Dickens Avenue- -"Stop";
	Intersection of West Wabansia and North Lawndale Avenues--"4-Way Stop";
	North Kostner Avenue at the intersection of West Rice Street-- "Stop";
KOTLARZ (35th Ward)	North Central Park Avenue (one-way street/northerly) at the intersection of West Waveland Avenue--"Stop";
	Intersection of West Wrightwood Avenue and North Kildare Avenue-- "3-Way Stop";
	North Central Park Avenue (one-way street/southerly) at the intersection of West Waveland Avenue--"Stop";

Alderman	Location and Type of Sign
BANKS (36th Ward)	North Mont Clare Avenue at the intersection to West George Street--"Stop";
CULLERTON (38th Ward)	West Waveland Avenue (one-way Street/easterly) at the intersection of North Major Avenue--"Stop";
NATARUS (42nd Ward)	Intersection of West Illinois Street and North Wells Street--"4-Way Stop";
EISENDRATH (43rd Ward)	Intersection of West Armitage Avenue and North Fremont Street-- "3-Way Stop".

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
HUELS for *VRDOLYAK* (10th Ward)	South Houston Avenue from East 98th Street to East 99th Street:
	East 133rd Street from South Avenue O to South Brainard Avenue;
	East 98th Street from South Houston Avenue to South Baltimore Avenue;
GARCIA (22nd Ward)	South Kildare Avenue from West Cermak Road to South Ogden Avenue.

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented seven proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN BEAVERS (7th Ward):

To classify as a B5-2 General Service District instead of an R4 General Residence District the area shown on Map No. 22-B bounded by

a line 290 feet north of and parallel to East 88th Street; the alley (if extended) next east of and parallel to South Exchange Avenue; East 88th Street; and South Exchange Avenue.

BY ALDERMAN KELLAM (18th Ward):

To classify as a B2-1 Restricted Retail District instead of a C2-2 General Commercial District the area shown on Map No. 20-G bounded by

a line 71 feet south of and parallel to West 83rd Street; the alley next east of and parallel to South Ashland Avenue; West 85th Street; and South Ashland Avenue.

BY ALDERMAN GARCIA (22nd Ward):

To classify as a B1-1 Local Retail District instead of an R4 General Residence District the area shown on Map No. 6-I bounded by

West 23rd Street; South Troy Street; a line 60 feet south of and parallel to West 23rd Street; and the alley next west of and parallel to South Troy Street.

To classify as a B1-1 Local Retail District instead of an R3 General Residence District the area shown on Map No. 6-K bounded by

a line 35 feet north of and parallel to West 27th Street; the alley next east of and parallel to South Karlov Avenue; West 27th Street; and South Karlov Avenue.

BY ALDERMAN SMITH (28th Ward):

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 1-K bounded by

West Washington Boulevard; North Kildare Avenue; the alley next south of and parallel to West Washington Boulevard; and a line 240 feet west of and parallel to North Kildare Avenue.

BY ALDERMAN GILES (37th Ward):

To classify as a B4-1 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 1-L bounded by

the C. & N. W. R. Y.; a line 435 feet east of and parallel to North Laramie Avenue; West Lake Street; and a line 335 feet east of and parallel to North Laramie Avenue.

BY ALDERMAN LAURINO (39th Ward):

To classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 13-J bounded by

North Central Park Avenue; and the alley next south of and parallel to West Foster Avenue for approximately 166 feet 2 inches towards North Drake Avenue.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented forty-eight 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
T. EVANS (4th Ward)	5125--5131 South Greenwood Condominium Association;
	Greenwood Court Condominium Association;
KELLAM (18th Ward)	Highland Terrace Condominium Association;
SHEAHAN (19th Ward)	Iris Jane Kaveckes;
KRYSTYNIAK (23rd Ward)	Michael T. Nicholson;
KOTLARZ (35th Ward)	4105--4113 West Cullom Condominium Association;
BANKS (36th Ward)	Nottingham Manor Condominium Association;

Alderman	Claimant
CULLERTON (38th Ward)	Cornelia Court Condominium I;
NATARUS (42nd Ward)	Lowell House Condominium Association;
	Faulkner House Condominium Association;
	777 Condominium Association;
	Carl Sandburg Village Condominium Association No. 2;
EISENDRATH (43rd Ward)	2016 Cleveland Condominium Association;
	2130 Lincoln Park West Condominium Association;
	Lincoln Park Tower Condominium Association;
	Ambassador House Condominiums;
	2800 Lake Shore Drive Condominium Association;
	Howe Court Condominium Association;
	Lincoln Park Plaza Condominium Association;
	2020 Lincoln Park West Condominium Association (2);
	Ogden Park Place Owner's Association;
LEVAR (45th Ward)	5555 West Sunnyside Condominium Homeowners Association;
SHILLER (46th Ward)	720 Gordon Terrace Condominium Association;

Alderman	Claimant
	3741 North Pine Grove Condominium Association;
	Addison Building Corporation;
	John Agnew;
OSTERMAN (48th Ward)	1248--1254 West Thorndale Condominium Association;
	4826 North Kenmore Condominium Association;
	Beach Point Tower Condominium Association;
	6121 North Sheridan Road Condominium Association
	5404--5406 North Glenwood Condominium Association;
	Foster Magnolia Condo Association;
	New Orleans West Condominium Association;
	1253--1255 West Elmdale Condo Association;
	1531--1533 West Thorndale Corporation;
ORR (49th Ward)	Lifestyle II Condominium Association;
	1720--1722 Estes Homeowners Association;
	Riviera Condominium;
	7401 Sheridan Condominium Association;

Alderman	Claimant
	Kenmore Condominium Association, Incorporated;
	6221 North Magnolia Condominium Association;
	1428 West Fargo Condominium Association;
STONE (50th Ward)	Park Castle Condominium Association (2);
	High Ridge Condominium;
	Winston Towers No. 5 Condominium Association.

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4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION OF SOUTH CLINTON STREET.

A proposed ordinance to establish a bus stand on the west curb of South Clinton Street one hundred ten feet south of the south property line of West Adams Street to a point sixty-five feet south thereof, which was *Referred to the Committee on Local Transportation.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the organizations listed, for the purposes specified, which were *Referred to the Committee on Streets and Alleys,* as follows:

Information Resources, Incorporated--to construct, maintain and use vaulted subsurface space under and along the public right-of-way adjacent to its premises at 150 North Clinton Street;

LaSalle National Bank, as Trustee under trust number 111364--to construct, maintain and use vaulted subsurface space under and along the public right-of- way adjacent to its premises at 180 North Wabash Avenue:

The First National Bank of Chicago, as trustee under the will of Albert H. Wetten--to construct, maintain and use vaulted subsurface space under and along the public right-of-way adjacent to its premises at 62--64 East Randolph Street.

Referred -- GRANT OF PRIVILEGE TO JODABARS FOR SIDEWALK CAFE.

Also, a proposed ordinance granting permission to Jodabars to occupy a portion of the public right-of-way adjacent to its property at 227 West Jackson Boulevard for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders for the issuance of permits to the organizations listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

DePaul University, 243 South Wabash Avenue;

Goodman's Lounge, Incorporated, 545 South Wabash Avenue (two canopies);

Rubloff, Incorporated, 111 West Washington Street;

203 North Wabash Building Limited Partnership, 203 North Wabash Avenue.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- INSTALLATION OF SIDEWALKS AT SPECIFIED LOCATIONS.

A proposed order for the installation of sidewalks in the 4200 block of South Indiana Avenue, the east side of the 3300 and 3400 blocks of South Indiana Avenue, the north side of West 31st Street between South Dr. Martin Luther King Jr. Drive and South Cottage Grove

Avenue, and the north side of West 31st Street between South Michigan Avenue and South Indiana Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN RUSH (2nd Ward) And ALDERMAN SHAW (9th Ward):

Referred -- UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND ILLINOIS ENVIRONMENTAL PROTECTION AGENCY URGED TO REQUIRE TESTING AND MONITORING OF CONTAMINATION LEVELS AT SPECIFIED LANDFILL FACILITIES.

A proposed resolution urging the United States Environmental Protection Agency and the Illinois Environmental Protection Agency to withhold permits to the C.I.D. Landfill facility in Calumet City and the S.C.A. Incinerator facility at East 117th Street and South Stony Island Avenue, and require that extensive testing and monitoring be conducted to ascertain the extent of contamination to the facilities to assist in a proposed clean-up program, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN BLOOM (5th Ward):

TRIBUTE TO LATE MR. CHRISTOPHER MOORE.

A proposed resolution reading as follows:

WHEREAS, Chicago's musical life was diminished with the death on June 26, 1987, of Christopher Moore, founding director of the Chicago Children's Choir; and

WHEREAS, Christopher Moore enriched the lives of over 5,000 young people in the thirty-year history of the choir; and

WHEREAS, His vision was to create a choir of the highest musical excellence drawing on the best young voices from Chicago's various neighborhoods, races and economic backgrounds; and

WHEREAS, Under his leadership, the Chicago Children's Choir toured extensively throughout the United States, Canada and Europe and appeared with the Chicago Symphony Orchestra, Lyric Opera and Joffrey Ballet; and

WHEREAS, Christopher Moore followed his undergraduate work at Harvard College with theological studies at Meadville Theological School at the University of Chicago and Harvard Divinity School, along with extensive musical studies in voice, choral conducting and music education; and

WHEREAS, In recognition of his long and productive career on the occasion of the Chicago Children's Choir's 25th Anniversary, Christopher Moore was presented with the Governor's Award for the Arts in Illinois; and

WHEREAS, Christopher Moore leaves behind his wife, Judith Manwell Moore, his son, Jonathan, and hosts of people, children and adults, who have been touched and uplifted by his dedication, artistry and spirit; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of Chicago that we extend our deepest sympathy to Christopher Moore's family, and on behalf of the people of Chicago express our sorrow.

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

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

Referred -- OPENING OF PORTION OF SPECIFIED PUBLIC ALLEY.

Also, a proposed ordinance to open for public use the north-south 16-foot public alley across the former right-of-way line of the Baltimore, Pittsburgh and Chicago Railroad, being an extension of the existing north-south 16-foot public alley in the block bounded by East 77th Street, East 79th Street, South Paxton Avenue and South Luella Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- APPROVAL OF PLAT OF DEDICATION ON PORTIONS OF SOUTH LUELLA AVENUE AND SOUTH PAXTON AVENUE.

Also, a proposed ordinance authorizing and directing the Superintendent of Maps, *Ex Officio* Examiner of Subdivisions to approve a plat of dedication for South Luella Avenue and the east 33 feet of South Paxton Avenue lying within the northeasterly and southwesterly former right-of-way lines of the Baltimore, Pittsburgh and Chicago Railroad Company between East 77th Street and East 79th Street for R. B. Development, Incorporated, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SUNDRY EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits to the individuals listed to hold sundry events at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Morris Roller, Director of the 75th and 79th Street Businessmen's Association--to hold a neighborhood festival on East 82nd Street, between South Yates Avenue and South Essex Avenue for the period July 17 through 19, 1987;

Ms. Renee Ventura, Program Coordinator for Ada S. McKinley House--to hold a street fair on East 85th Street from South Greenbay Avenue to South Buffalo Avenue and on South Mackinaw Avenue from 8400 to 8600 south on Saturday, August 15, 1987.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 11, SECTION 11-34.1 CONCERNING NOTIFICATION OF OFFICERS UNDER INVESTIGATION OF ALL POLICE BOARD PROCEEDINGS REGARDING HIM OR HER.

A proposed ordinance to amend Chapter 11, Section 11-34.1 of the Municipal Code by inserting a new Subsection 11-34.1K requiring that an officer under investigation be notified, in writing by the Police Board in advance of any hearing involving said officer, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 127 REQUIRING ACCESSIBLE LAVATORY FACILITIES AT FILLING STATIONS.

Also, a proposed ordinance to amend Chapter 127 of the Municipal Code by inserting a new Section 127-12.1 requiring that all filling stations provide readily accessible lavatory facilities as defined and regulated under Municipal Code Chapter 82, which was *Referred to the Committee on Human Rights and Consumer Protection.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF SOUTH MICHIGAN AVENUE.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Carol Hall, Roseland Business Development Corporation to hold a sidewalk sale on South Michigan Avenue from 111th Street to 115th Street, for the period July 9 through 12, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION FOR OPERATION OF NEWSSTAND AT INTERSECTION OF EAST 127TH STREET AND SOUTH STATE STREET.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Mr. William A. Bellinger for the operation of a newsstand on the northeast corner of East 127th Street and South State Street, on a daily basis, in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN SHAW (9th Ward) and OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26 REQUIRING CITY CONTRACTS INVOLVING EMPLOYMENT OF TRADESMEN CARRY REQUIREMENT OF FIFTY PERCENT MINORITY EMPLOYMENT.

A proposed ordinance, presented by Aldermen Shaw, Rush, Tillman, T. Evans, Sawyer, Beavers, Caldwell, Carter, Langford, Streeter, Jones, Henry, Soliz, Gutierrez, Smith, Davis, Figueroa, Austin, Giles and Shiller, to amend Chapter 26 of the Municipal Code by inserting a new Section 26.8-1 requiring that all City contracts involving the use of tradesmen or laborers place fifty percent minorities on the job as a prerequisite to granting of contracts, which was *Referred to the Committee on Finance.*

Presented For

ALDERMAN VRDOLYAK (10th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC WAY.

A proposed order, presented by Alderman Huels, reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 140 feet of the first east-west 20-foot public alley south of East 92nd Street in the block bounded by East 92nd Street, East 93rd Street, South Houston Avenue, and South Baltimore Avenue for the Public Building Commission of Chicago (No. 6-10-87-1159); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Huels, the foregoing proposed order was *Passed.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF SUNDRY STREETS.

Also, a proposed order, presented by Alderman Huels, requesting the Commissioner of Public Works to grant permission to South Chicago Chamber of Commerce to hold a sidewalk sale on both sides of South Commercial Avenue between East 85th Street and East 93rd Street, and on East 91st and East 92nd Streets between South Houston Avenue and South Exchange Avenue, for the period July 30 through August 2, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. JACK BYRNE ON THEIR FORTIETH WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Jack Byrne will celebrate their 40th Wedding Anniversary on June 29, 1987; and

WHEREAS, Jack and Connie are lifetime residents of the Bridgeport Community in this great 11th Ward; and

WHEREAS, Mr. and Mrs. Byrne had received the Holy Sacrament of Matrimony 40 years ago on June 29, 1947; and

WHEREAS, The union of their marriage had brought their fine family into this world: 5 children and 6 grandchildren; and

WHEREAS, Jack and Connie exemplify the goal to which most humans aspire, typifying the togetherness, warmth, sense of mutual accomplishment that are the key factors in the inevitable 40 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 15th day of July in 1987, do hereby extend our sincerest congratulations to Jack and Connie Byrne as they celebrate their 40th Wedding Anniversary together, and may we also extend our warmest best wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Jack Byrne.

Alderman Huels moved to *Suspend to 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 yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. AND MRS. CARL GIELLO ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Giello have celebrated their Golden Wedding Anniversary on June 5, 1987; and

WHEREAS, Carl and Mae have lived in the Bridgeport Community most of their lives; and

WHEREAS, Mr. and Mrs. Giello had received the Holy Sacrament of Matrimony at Santa Maria Incoronata in Chinatown on June 5, 1937; and

WHEREAS, The union of their marriage has brought their fine family into this world: Donald, Joan and Barbara; and

WHEREAS, Carl and Mae are the proud grandparents of Renee and John Pope; and

WHEREAS, On Friday, June 5, 1987, Mr. and Mrs. Giello renewed their vows at St. John Nepomucene, with their family and friends; and

WHEREAS, Carl and Mae exemplify the goal to which most humans aspire, typifying the togetherness, warmth, sense of mutual accomplishment that are the key factors in the inevitable 50 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of July in 1987, do hereby extend our sincerest congratulations to Carl and Mae as they celebrate their Golden Wedding Anniversary together, and may we also extend our warmest best wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Giello.

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 yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. AND MRS. JACK SCHALLER ON THEIR FORTIETH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Schaller have celebrated their 40th Wedding Anniversary on June 28th, 1987; and

WHEREAS, Jack and Betty Schaller are longtime residents of the 11th Ward; and

WHEREAS, Jack and Betty Schaller had received the Sacrament of Holy Matrimony at St. Sabina Church; and

WHEREAS, The union of their marriage has brought their family into this world; Jack (Melissa), Jill (Mike Nolan), Sue (Leo Weber), Jim, Colleen (Jack Sheehan) Betty Jo, Kim (George Shinnick), and Jay; and

WHEREAS, Mr. and Mrs. Jack Schaller are the proud grandparents of 10 children; and

WHEREAS, Mr. and Mrs. Jack Schaller will celebrate this joyous occasion with their family and friends held in their honor on Sunday, June 28, 1987, at the Custom Chateau; and

WHEREAS, Jack and Betty exemplify the goal to which most humans aspire, typifying the togetherness, warmth, sense of mutual accomplishment that are the key factors in the inevitable 40 years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of July in 1987, do hereby extend our sincerest congratulations to Jack and Betty Schaller as they celebrate their 40th Wedding Anniversary together, and may we also extend our warmest best wishes to them for many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Jack Schaller.

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 yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Referred -- EXEMPTION OF NEW BRIDGEPORT BRANCH LIBRARY FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

Also, a proposed ordinance preventing the new Bridgeport Branch Library, a commercial driveway permit holder, from the physical barrier requirement to prevent alley accessibility pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1 for the location at 3400 South Halsted Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.2, SECTION 26.2-1(h) CONCERNING DEFINITION OF CITY "EMPLOYEE" STATUS.

A proposed ordinance to amend Chapter 26.2, Section 26.2-1(h) of the Municipal Code by excluding as a City "employee" those "individuals appointed to a board or agency whose service may be considered part-time and whose salary is less than $20,000 per year", which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.2, SECTION 26.2-5 TO INCLUDE CERTAIN INDIVIDUALS UNDER REGULATIONS GOVERNING SOLICITATION OR RECEIPT OF MONEY FOR ADVICE OR ASSISTANCE.

Also, a proposed ordinance to amend Chapter 26.2, Section 26.2-5 of the Municipal Code by including any individual appointed to a board or agency under the regulations governing solicitation or receipt of money for advice or assistance on matters concerning operation of city business, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPY AT 3737 WEST 79TH STREET.

Also, a proposed order for the issuance of a permit to Blake-Lamb Funeral Homes, Incorporated to maintain and use an existing canopy attached to the building or structure located at 3737 West 79th Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF SIGN PERMIT TO ACME-WILEY CORPORATION FOR ERECTION OF SIGN/SIGNBOARD AT 7601 SOUTH CICERO AVENUE.

Also, a proposed order for the issuance of a sign permit to Acme-Wiley Corporation for the erection of a sign/signboard at 7601 South Cicero Avenue for Cole Taylor Bank, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN BURKE (14th Ward) And ALDERMAN SHEAHAN (19th Ward):

Referred -- CITY COMPTROLLER REQUIRED TO FILE CERTIFIED ANNUAL STATEMENT FOR FISCAL YEAR 1986.

A proposed order requiring the City Comptroller to file the Certified Annual Statement for Fiscal Year 1986, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN LANGFORD (16th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE ON PORTION OF SOUTH HALSTED STREET.

A proposed order for the issuance of permits to Englewood Businessmen's Association, c/o Audrey Drew, to hold a sidewalk sale on both sides of South Halsted Street from 6200 to 6500 and on both sides of West 63rd Street from 700 to 900 for the period August 6 through 8, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN STREETER (17th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

Two proposed ordinances reading as follows:

WHEREAS, The building located at 7935 South Halsted Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 7935 South Halsted 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.

WHEREAS, The building located at 8037--8039 South Halsted Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 8037--8039 South Halsted 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.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE ON PORTIONS OF SUNDRY STREETS.

A proposed order for the issuance of permits to Mount Greenwood Chamber of Commerce to hold a sidewalk sale on both sides of West 111th Street from South Sacramento Avenue to South Homan Avenue and on both sides of South Kedzie Avenue from West 103rd Street to

West 112th Place on July 31 and August 1, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the organizations listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Awnco, Incorporated, 9301 South Western Avenue:

Olson Rug Company, 9745 South Western Avenue.

Presented By

ALDERMAN GARCIA (22nd Ward):

THE NATIONAL COUNCIL OF LA RAZA COMMENDED FOR THEIR MANY CONTRIBUTIONS TO HISPANIC COMMUNITY.

A proposed resolution reading as follows:

WHEREAS, The National Council of La Raza was established in Arizona in 1968; and

WHEREAS, The National Council of La Raza is governed by 29 Board members; and

WHEREAS, Raul Yzaguirre is the Chief Exceutive Officer of The National Council of La Raza; and

WHEREAS, The National Council of La Raza advocates for the Hispanic communities as a whole and serves an an umbrella organization for 60 Hispanic agencies that serve 32 states, Puerto Rico, the District of Columbia, the State of Illinois and others; and

WHEREAS, The National Council of La Raza also develops coalitions of Hispanic organizations, researches and disseminates public information to the Hispanic Communities; and

WHEREAS, The National Council of La Raza has vigorously defended the rights of Hispanics; and

WHEREAS, Their dedicated efforts to highlight and address the needs of the Hispanic community have been fruitful; and

WHEREAS, They have championed the cause to improve access to health care delivery systems and educational programs for the youth of their community; and

WHEREAS, The National Council of La Raza's convention being held in the City of Chicago, deals with the issues of the Hispanic family; and

WHEREAS, That basic unit of life has nourished outstanding individuals; and

WHEREAS, The National Council of La Raza stands as leaders to promote the betterment of the Hispanic community and raise the awareness and sensitivity of the community at large to the contributions of the Hispanics; and

WHEREAS, It will continue to produce future leaders for the City of Chicago and the nation as a whole; now, therefore,

Be It Resolved, By the Mayor of the City of Chicago and the City Council of the City of Chicago on this 15th day of July, 1987, that they hereby commend and applaud The National Council of La Raza for all of its achievements and efforts; and

Be It Further Resolved, That all citizens of the City of Chicago join together in expressing our admiration and appreciation for the contributions as well as the leadership provided by The National Council of La Raza and hereby proclaim this date to be a day of recognition for The National Council of La Raza.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 87, SECTION 87-410.25 CONCERNING CEILING FIXTURES.

Also, a proposed ordinance to amend Chapter 87, Section 87-410.25 of the Municipal Code by inserting a new Subsection 87-410.25(a) concerning the installation requirements for

ceiling fixtures pursuant to the Chicago Building Code, which was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 87, SECTION 87-450.15 CONCERNING SAFETY PRECAUTIONS FOR HIGH VOLTAGE UTILITY TRANSFORMERS.

Also, a proposed ordinance to amend Chapter 87, Section 87-450.15 of the Municipal Code by inserting new Subsections 87-450.15(d) and 87-450.15(e) requiring a fenced enclosure and posting of appropriate signs as safety precautions for guarding high voltage utility transformers, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO HOLD STREET FESTIVAL ON PORTION OF SOUTH ALBANY AVENUE.

Also, a proposed order to grant permission to Reverend Michael Boehm, Saint Ludmilla Church, to hold a street festival on South Albany Avenue between West 24th Street and West 25th Street on July 25 and 26, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- MUNICIPAL GOVERNMENT AGENCIES, DEPARTMENTS AND PRIVATE AND PUBLIC HEALTH CARE FACILITIES URGED TO INCLUDE CATEGORY FOR HISPANICS ON HEALTH CARE FORMS.

Also, a proposed resolution urging all municipal agencies and departments, hospitals, neighborhood clinics, mental health facilities and all other entities falling under the category of private/public health care facilities to include a specific category for Hispanics on their current documents, forms and records, and to forward this documentation to the City of Chicago Department of Health for monitoring, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN GARCIA (22nd Ward) And Others:

TRIBUTE TO LATE MR. RUDY LOZANO.

A proposed resolution, presented by Aldermen Garcia, Streeter, Soliz, Davis and Figueroa, reading as follows:

WHEREAS, Rudy Lozano, a lifelong resident of the Pilsen and Little Village communities, worked to improve the living conditions of all residents of these communities; and

WHEREAS, Rudy Lozano distinguished himself as a trade unionist with the International Ladies Garment Workers as Director of Organization for the midwest region organizing workers seeking better working conditions and security; and

WHEREAS, Rudy Lozano worked to eradicate our society of racial prejudice and for cooperation and harmony among people of all races, ethnic origins and creeds; and

WHEREAS, Rudy Lozano fought to protect the human and democratic rights of immigrant workers in this country; and

WHEREAS, Rudy Lozano's role as a community activist, labor organizer, teacher, political leader, candidate for political office and fighter for the rights of immigrants clearly illustrate that he was an unselfish servant of the people committed to the cause of the poor, the oppressed and unorganized; and

WHEREAS, Rudy Lozano represented a symbol of unity, a symbol of advancement for all people, a symbol and role model for the youth of the community; and

WHEREAS, Rudy Lozano's spirit cannot be assassinated but will live forever through his family, friends, and those individuals that continue to bring to fruition his work and his dreams; and

WHEREAS, Those family members and friends and individuals will continue their committment to bring about equality and fairness in the City of Chicago; and

WHEREAS, Rudy Lozano would have celebrated his 34th birthday on Friday, July 17, 1987; and

WHEREAS, The Commission for Justice for Rudy Lozano will hold a celebration of his birthday on Friday, July 17, 1987, at the Daley Civic Center Plaza; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council in meeting assembled this 15th day of July, 1987, join in the celebration of the life and work of Rudy Lozano and further proclaim Friday, July 17, 1987, to be Rudy Lozano Day.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

A proposed resolution reading as follows:

CONGRATULATIONS EXTENDED TO MR. JOHN D. HIGHT ON HIS RETIREMENT FROM PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, John D. Hight is retiring as Director of Demolition in the City of Chicago's Department of Inspectional Services after over three decades of tireless and dedicated public service; and

WHEREAS, John D. Hight entered the city's service as a building inspector August 16, 1954; and

WHEREAS, Working his way up within his department, John was promoted many times: to Assistant Chief of Inspections in 1967; to Assistant Chief of Code Enforcement Inspection in 1968; to Chief Code Enforcement Inspector in 1969; Assistant Director of Demolition in 1981; and finally Director of Demolition in 1985; and

WHEREAS, John D. Hight's dedication to duty and concern for his fellow workers as well as the community at large have earned him the respect of all his associates. An outstanding family man, John and his wife, Freida, have two children and two grandchildren, with whom he can now spend more time; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of July, 1987, A.D., do hereby offer our congratulations and gratitude to John D. Hight as he retires from an outstanding career in public service, and extend to this fine citizen and his family our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John D. Hight.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO VITTUM PARK PEE WEE BASEBALL TEAM FOR WINNING 1987 "PEE WEE" CHAMPIONSHIP.

Also, a proposed resolution reading as follows:

WHEREAS, Vittum Park's Baseball Team has won the 1987 "Pee Wee" Championship; and

WHEREAS, In a spectacular championship game held at Comiskey Park June 30, 1987, the Vittum Park team, under coaches Mike Hughes, Bill Dunn and Tony Gampa, scored a spectacular victory over the excellent Shabonna Park team, 6 to 5; and

WHEREAS, Earlier the Vittum Park team had won the Area 4 Tournament, defeating the teams of Gage Park, Kelly Park and Westlawn Park, and then they became the South Side Champions, defeating the teams from Harrison Park and Dawes Park; and

WHEREAS, We feel a deep sense of pride in congratulating these athletes of the future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of July, 1987, A.D., do hereby congratulate all the members of the championship Vittum Park "Pee Wee" Baseball team, all:

Eric Bernhardt

Joey Bienick

Jim Brasher

Kevin Campbell

Neal Creamer

Billy Dunn

Ed Escamilla

Brian Hastings

Sean Hastings

Patrick Hughes

Joey Lehman

David Morello

Robbie Sepka

Ken Siwek

Ed Tomachevsky

Jerry Valenti; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Vittum Park "Pee Wee" Baseball Team.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Reverend Jerome Siwek, Saint Richard Church, to hold a carnival or street fair on parish grounds and on West 50th Street between South Kostner Avenue and South Kenneth Avenue, for the period July 26, through August 3, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPY AT 5151 SOUTH PULASKI ROAD.

Also, a proposed order for the issuance of permits to Pulaski Joint Venture for the maintenance and use of an existing canopy attached to the building or structure at 5151 South Pulaski Road, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO PARK SPECIFIED PICKUP TRUCK IN FRONT OF INDIVIDUAL RESIDENCE.

Also, a proposed order to grant permission to Mr. John W. Kantowski to park a pickup truck in front of his residence, in accordance with the provisions of Chapter 27, Section 27-317 of the Municipal Code, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward) And ALDERMAN MADRZYK (13th Ward):

CONGRATULATIONS EXTENDED TO MONARCH AIR SERVICE, INCORPORATED ON OCCASION OF ITS 60TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Monarch Air Service, Inc., the oldest, single family-held aviation business concern in the nation, is celebrating its sixtieth anniversary; and

WHEREAS, Founded in 1927 by Mr. Pierce "Scotty" O'Carroll, Monarch Air Service, Inc., was the first full service Fixed Base Operator operating out of Midway Airport, and the company has stayed at Midway throughout its sixty-year history. Following O'Carrolls death in 1961, the company was operated by his widow, Rose O'Carroll until she passed away in 1972. Since that time the company has been run by their son-in-law and daughter Matthew J. Lynch and Shiela O'Carroll Lynch; and

WHEREAS, Monarch Air Service, Inc., has always been a source of strength and solidity to Midway Airport, taking a lead role in the revitalization of the airport and in its business development as well. Monarch continues to provide vital fueling services to Midway Airlines and to many other scheduled carriers at Midway Airport; and

WHEREAS, An unnamed alley runs one-way west along Minute Man Park into South Central Avenue directly across from Monarch Air Service, Inc., corporate headquarters at 5923 South Central Avenue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of July, 1987, A.D., do hereby offer our heartiest congratulations to Monarch Air Service, Inc., on the occasion of its sixtieth anniversary, and extend to its owners, Shiela and Matthew Lynch, our very best wishes for all success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Monarch Air Service, Inc.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Presented By

ALDERMAN HENRY (24th Ward) And OTHERS:

Referred -- PETITION FOR TRANSFER OF COOK COUNTY TAX DELINQUENT PROPERTIES TO CITY FOR REHABILITATION AND REDEVELOPMENT PURPOSES.

A proposed resolution, presented by Aldermen Henry, Smith, Davis and Giles, to petition the County of Cook that tax delinquent properties eligible for non-cash bids be conveyed through the City to qualified developers under the Metropolitan Rehab Network and the

Chicago Rehab Network for purposes of rehabilitation and redevelopment, which was *Referred to the Committee on Housing.*

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST 19TH STREET FOR RECREATIONAL PURPOSES.

A proposed order to grant permission to Miguel Talvera to close to traffic West 19th Street between South Racine Avenue and South May Street for recreational purposes, for the period July 17 through 19, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN BUTLER (27th Ward) And ALDERMAN HENRY (24th Ward):

BOARD OF EDUCATION URGED TO INSTITUTE ANTI-GANG SOCIAL SERVICE PROGRAM WITH UNIVERSITY OF CHICAGO'S SOCIAL SERVICE ADMINISTRATION.

A proposed resolution reading as follows:

WHEREAS, The University of Chicago School of Social Service Administration, has an urban mission, one that provides answers to social problems, is conducting a school-community interaction study. The purpose of this study is to become more informed about gang related violence on Chicago's westside; and

WHEREAS, The University of Chicago's principal investigator Doctor Irving Spergel has conducted research, planning and programs to help problem youths for over thirty years; and

WHEREAS, Gang violence has placed a serious burden on the community surrounding Morton and Cameron schools; and

WHEREAS, The Morton and Cameron schools surrounding communities would favor anti-gang social services programs according to a poll conducted by the 27th Ward Aldermanic Staff; and

WHEREAS, State and Federal agencies have funds to give to the Chicago Board of Education to combat youth violence at a time of federal cutbacks in social service funding; now, therefore,

Be It Resolved, That the City Council of the City of Chicago urge the Board of Education to institute an anti-gang social service program with the University of Chicago, School and Social Service Administration; and

Be It Further Resolved, That suitable copies of this resolution be prepared for presentation to the Chicago Board of Education, and the University of Chicago, School of Administration.

Alderman Henry 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 Henry, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Referred -- COMMONWEALTH EDISON COMPANY REQUIRED TO CONSTRUCT FENCE ENCLOSURE FOR GROUND LEVEL PADMOUNTED TRANSFORMERS.

Also, a proposed order requiring Commonwealth Edison Company to construct fencing to surround all company-owned ground level padmounted transformers and to post warning signs listing the names of those individuals who can be contacted in case of vandalism or maintenance problems, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN DAVIS (29th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF NEWSSTAND AT INTERSECTION OF SOUTH CENTRAL AVENUE AND WEST JACKSON BOULEVARD.

A proposed order for the issuance of a permit to Mr. Derrick Talbert, for the operation of a newsstand on the northwest corner of South Central Avenue and West Jackson Boulevard, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN DAVIS (29th Ward) And ALDERMAN SMITH (28th Ward):

Referred -- REQUEST FOR HEARING CONCERNING MORE EFFECTIVE MEANS OF INFORMING PUBLIC OF REAL ESTATE TAX RESPONSIBILITIES.

A proposed resolution requesting the City Council to hold a hearing for the purpose of determining more effective ways of informing the public of their real estate tax responsibilities and the potential consequence of noncompliance, which was *Referred to the Committee on Human Rights and Consumer Protection.*

Presented By

ALDERMAN DAVIS (29th Ward) And OTHERS:

Referred -- REQUEST FOR INVESTIGATION OF HEALTH MAINTENANCE ORGANIZATIONS AND PREFERRED PROVIDER ORGANIZATIONS AS TO THEIR COMPLIANCE WITH EXECUTIVE ORDER 85-2.

A proposed resolution, presented by Aldermen Davis, Streeter, Shaw, Jones, Smith and Giles, requesting an investigation of Health Maintenance Organizations and Preferred Provider Organizations as to their compliance with Executive Order 85-2, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN FIGUEROA (31st Ward) And OTHERS:

PRESIDENT REAGAN URGED TO RECONSIDER APPOINTMENT OF JUDGE ROBERT BORK TO UNITED STATES SUPREME COURT.

A proposed resolution, presented by Aldermen Figueroa, Sawyer and Streeter, reading as follows:

WHEREAS, The City Council of the City of Chicago is committed to Civil Rights, Affirmative Action, School Desegregation Programs and Women's Rights; and

WHEREAS, The United States Supreme Court in its deliberations could erode, weaken and reverse decisions which have upheld these Rights; and

WHEREAS, The appointee as the next Justice to the Supreme Court will cast the deciding vote affecting these issues; now, therefore,

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

SECTION 1. That the City Council of the City of Chicago urge the President of the United States to appoint a Justice committed to Civil Rights, Affirmative Action, School Desegregation and Women's Rights.

SECTION 2. That the City Council of the City of Chicago go on record opposing the nomination of Judge Robert Bork as Supreme Court Justice.

SECTION 3. That the opposition of this council to the appointment of Judge Robert Bork to the United States Supreme Court be communicated in writing to Illinois Senators Paul Simon and Alan J. Dixon.

Alderman Figueroa moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Figueroa, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, Garcia, Henry, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Giles, Shiller, Schulter, Osterman, Orr -- 26.

Nays -- Aldermen Huels, Fary, Madrzyk, Kellam, Sheahan, Krystyniak, Banks, Cullerton, Laurino, Pucinski, Levar, Stone -- 12.

Presented By

ALDERMAN GABINSKI (32nd Ward) And ALDERMAN GUTIERREZ (31st Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH MILWAUKEE AVENUE.

A proposed order requesting the Commissioner of Public Works to grant permission to Greater Milwaukee Avenue Chamber of Commerce to hold a sidewalk sale on North Milwaukee Avenue between West Division Street and West North Avenue, for the period August 6 through 9, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN MELL (33rd Ward) And ALDERMAN HAGOPIAN (30th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH MILWAUKEE AVENUE.

A proposed order requesting the Commissioner of Public Works to grant permission to F. W. Woolworth Company to hold a sidewalk sale at 2252 North Milwaukee Avenue, for the period July 17 through 19, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN AUSTIN (34th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 334 West 105th 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 334 West 105th Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

TRIBUTE TO LATE MR. RICHARD C. HALEY.

Also, a proposed resolution reading as follows:

WHEREAS, As God the Almighty in his infinite wisdom has called to his eternal reward at the tender age of 19 Richard C. Haley; and

WHEREAS, Richard C. Haley was born March 31, 1968, into the christian family of Joseph and Annie Haley in Chicago, Illinois; and

WHEREAS, Richard C. Haley accepted Christ and was baptized at Beth Eden Baptist Church in 1978; and

WHEREAS, Richard C. Haley faithfully attended Sunday school and Vacation Bible School, and his christian growth and development led him to serve as a Junior Deacon in 1983 and 1984; and

WHEREAS, Richard C. Haley graduated from Marcus Garvey Elementary School, Mendel Catholic Prep School, and completed one year at Northern Illinois University in DeKalb, Illinois; and

WHEREAS, Richard C. Haley possessed boundless energy and a dedication to helping others as a loyal member and leader of the Jackie Robinson West Community Based Educational/Recreational Youth Program involving 700 youths; and

WHEREAS, Richard C. Haley, as Manager/Coach of the Little League Dodgers of Jackie Robinson West was a fierce competitor, advancing his team to state tournament victories. He never lost sight of his goal to stimulate and motivate his players to achieve academic excellence; and

WHEREAS, Richard C. Haley loved his family, the Jackie Robinson West family and people in general. He answered God's call on June 11, 1987, departing this life on earth; and

WHEREAS, Richard C. Haley leaves fond memories in the hearts of devoted parents, Joseph and Annie Haley, two brothers: William and Joseph Glenn (Rook), loving

grandmother, Katie Brown, several aunts, six uncles, great aunts, great uncles, many cousins, and the Jackie Robinson West family at large; and

WHEREAS, Richard C. Haley will be greatly missed by all those who have known and loved him; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago assembled here this 15th day of July, 1987, do herewith extend our sincere sympathy and condolences to the family of Richard C. Haley; and

Be It Further Resolved, That suitable copy of this resolution be prepared and presented to the family of Richard C. Haley.

Alderman Austin 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 Austin, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- REQUEST FOR PAVING OF SPECIFIED PUBLIC ALLEY BY SPECIAL ASSESSMENT.

A proposed order requesting the paving of an alley in the block bounded by North Christina Avenue, North Kimball Avenue, West Ardmore Avenue and West Thorndale Avenue, with concrete by special assessment, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN PUCINSKI (41st Ward):

JULY 19 THROUGH JULY 25, 1987 PROCLAIMED AS "CAPTIVE NATIONS WEEK IN CHICAGO."

A proposed resolution reading as follows:

WHEREAS, The Congress of the United States by a unanimous vote passed Public Law 86-90 establishing the third week in July each year as Captive Nations Week until such time as all captive nations are again free; and

WHEREAS, All people of the United States are invited to observe the week with appropriate prayers, ceremonies, and activities expressing their sympathy for the just aspiration of the captive nations; and

WHEREAS, It is the consensus of political observers that the hunger for freedom is now more evident in the countries dominated by communism than at any time in many years; and

WHEREAS, Friends of the Captive Nations are determined that all possible moral support will be given to people of the enslaved nations in their unending struggle for freedom; and

WHEREAS, The end of World War II witnessed the enslavement of millions of people on the roster of captive nations; and

WHEREAS, Afghanistan, Albania, Armenia, Bielrus, Cambodia, China, Cuba, Czechoslovakia, East Germany, Estonia, Georgia, Hungary, Laos, Latvia, Lithuania, Nicaragua, Poland, Romania, Vietnam, Ukraine, North Korea, Yugoslavia, Azerbaijan and others comprise the roster of captive nations; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of Chicago do hereby proclaim July 19--25, 1987 to be Captive Nations Week in Chicago and urge all citizens to be cognizant of the events to be organized during this week; and

Be It Further Resolved, That all freedom loving Americans participate in the special captive nations rally Sunday, July 19, 1987 at 12:00 P.M. at 6727 South California Avenue.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

MONTH OF OCTOBER, 1987 PROCLAIMED AS "POLISH-AMERICAN HERITAGE MONTH IN CHICAGO."

Also, a proposed resolution reading as follows:

WHEREAS, Polish-Americans have shared with this nation their customs, culture and strong devotion to the principles of American Democracy; and

WHEREAS, From Revolutionary War Heroes such as Generals Kosciuszko and Pulaski through the hard working immigrants of the turn of the century to the international men of goodwill, such as Pope John Paul II and Nobel Peace Prize winner Lech Walesa, we have come to know and respect the strength and spirit of the people of Polish descent; and

WHEREAS, Polish-Americans have added to the cultural, political and economic diversity of this nation; and

WHEREAS, The Polish-American community of Chicago, Illinois and the Nation must be recognized for their past and present hard work and for the wealth of contributions to our city, state and nation; and

WHEREAS, In 1920 Poland defeated the Communist Bolsheviks of a takeover and in 1980 Polish workers called strikes and organized Solidarity; and

WHEREAS, President Reagan has declared through Public Law the national observance of Polish-American Heritage Month in October; and

WHEREAS, Chicago has the largest concentration of Poles in the nation and headquarters many Polish-American organizations; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of Chicago proclaim October as Polish-American Heritage Month in Chicago, in conjunction with national observances; and

Be It Further Resolved, That all Chicagoans are urged to participate in the activities that are planned for the month of October.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Referred -- ISSUANCE OF SIGN PERMIT TO WHITE WAY SIGN COMPANY FOR ERECTION OF SIGN/SIGNBOARD AT 5250 NORTH HARLEM AVENUE.

Also, a proposed order for the issuance of a sign permit to White Way Sign Company for the erection of a sign/signboard at 5250 North Harlem Avenue for Columbia National Bank, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC WAY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of West Chestnut Street lying west of North Orleans Street (No. 4-42-87-1168); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediately consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Natarus, the foregoing proposed order was *Passed.*

CONGRATULATIONS EXTENDED TO NORTH DEARBORN ASSOCIATION ON ITS "1987 DEARBORN GARDEN WALK".

Also, a proposed resolution reading as follows:

WHEREAS, The North Dearborn Association is one of the oldest street associations of its kind in Chicago, having introduced the concept of the "Garden Walk in Chicago"; and

WHEREAS, On Sunday July 26th, 1987, the North Dearborn Association will celebrate its contributions toward the preservation and improvement of its community, and its heritage for future generations to enjoy, by conducting its 1987 Dearborn Garden Walk; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago in meeting assembled this 15th day of July, 1987, do hereby congratulate the

North Dearborn Association, Melvin Smith, President, Lizabeth Horn, Chairperson, its officers and members, on the event of its 1987 "Garden Walk", and further, for its work toward preserving and improving the North Dearborn Parkway community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the North Dearborn Association.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Referred -- ESTABLISHMENT OF TAXICAB STAND 573 ON PORTION OF EAST GRAND AVENUE.

Also, a proposed ordinance to establish taxicab stand 573 on East Grand Avenue, along the north curb, from a point 85 feet east of the east building line of North Rush Street to a point 44 feet east thereof, for two taxicabs, which was *Referred to the Committee on Local Transportation.*

Referred -- REPEAL OF ORDINANCES ESTABLISHING TAXICAB STANDS 485 AND 516.

Also, two proposed ordinances to repeal the ordinances previously passed establishing the taxicab stands listed below, which were *Referred to the Committee on Local Transportation,* as follows:

Taxicab Stand 485-- On North Rush Street, along the east curb, from a point 20 feet north of the north building line of East Illinois Street to a point 22 feet north thereof, for one taxicab;

Taxicab Stand 516-- On North Rush Street, along the east curb, from a point 50 feet south of East Grand Avenue to a point 40 feet south thereof, for two taxicabs.

Referred -- GRANT OF PRIVILEGE TO BACHRACH, INCORPORATED FOR CONSTRUCTION OF SUBSURFACE VAULT SPACE.

Also, a proposed ordinance to grant permission and authority to Bachrach, Incorporated to construct, maintain and use vaulted subsurface space under and along the public way adjacent to its premises at 218 East Ontario Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- EXEMPTION OF LAKESHORE FOUNDATION FOR ANIMALS FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

Also, a proposed ordinance exempting Lakeshore Foundation for Animals, a commercial driveway permit holder, from the physical barrier requirement to prevent alley accessibility pursuant to the provisions of the Municipal Code Chapter 33, Section 33-19.1 for the location at 225 West Division Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR RECREATIONAL PURPOSES.

Also, three proposed orders to grant permission to the individuals listed below to close to traffic specified public ways for recreational purposes, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Fred Boshardt, Pro-Athlon Human Powered Sports--to close to traffic West Illinois Street between North Wells Street and North Franklin Street on Thursday, July 16, 1987, in conjunction with the Tri-Athlon Clinic;

Mr. Michael Harney, Eastgate Associates--to close to traffic North St. Clair Street between East Erie Street and East Ontario Street on Monday, July 11, 1987, for a Bastille Day celebration;

Mr. Richard Sidor, Contract Interiors for Business, Incorporated--to close to traffic West Illinois Street between North Kingsbury Street and North Orleans Street and to erect a tent for the purpose of a staff party.

Referred -- ISSUANCE OF PERMITS FOR STREET IMPROVEMENTS ON PORTION OF EAST OAK STREET.

Also, a proposed order for the issuance of permits to the Oak Street Council to install street lights, trees, tree grates, lights, curbs and sidewalks on the public way in the area from approximately 26 East Oak Street to 120 East Oak Street, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also, seven proposed orders for the issuance of permits to the organizations listed, 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:

Butch McGuire's, Incorporated--to maintain and use an existing canopy at 20 West Division Street;

Claridge Associates Limited Partnership--to maintain and use an existing canopy at 1244 North Dearborn Parkway;

Mrs. Field's Cookies--to construct, maintain and use a canopy at 1 West Division Street;

Film Fair, Incorporated--to maintain and use an existing canopy at 22 West Hubbard Street;

Frontera Grill, Incorporated--to maintain and use an existing canopy at 445 North Clark Street;

Gordon's Restaurant--to maintain and use an existing canopy at 500 North Clark Street;

Victor's Stereo--to maintain and use an existing canopy at 8 East Erie Street.

Presented By

ALDERMAN NATARUS (42nd Ward), ALDERMAN ROTI (1st Ward) And ALDERMAN BUTLER (27th Ward):

Referred -- PERMISSION TO USE PORTIONS OF SPECIFIED PUBLIC WAYS FOR FUNDRAISING EVENT.

A proposed order to grant permission to Crain Communications, Incorporated to use portions of the below named streets for the purpose of conducting the "Off the Street Club" fundraising event during the times designated, which was *Referred to the Committee on Beautification and Recreation*, as follows:

August 10, 1987	11:45 A.M.--1:00 P.M., First Chicago Plaza, Clark and Monroe (Northeast corner);
August 10, 1987	4:00 P.M.--5:30 P.M., Union Station, Adams at the Chicago River;
August 11, 1987	11:45 A.M.--1:00 P.M., LaSalle and Adams (Northeast corner);
August 11, 1987	4:00 P.M.--5:30 P.M., Northwestern Station, Madison at the Chicago River;
August 12, 1987	4:00 P.M.--5:30 P.M., Union Station, Adams at the Chicago River;
August 13, 1987	11:45 A.M.--1:00 P.M., First Chicago Plaza, Dearborn and Monroe, (Northwest corner);
August 14, 1987	11:45 A.M.--1:00 P.M., Wrigley Building, 410 North Michigan Avenue;
August 14, 1987	4:00 P.M.--5:30 P.M., Northwestern Station, Madison at the Chicago River.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Three proposed orders for the issuance of permits to the individual and organizations listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys* as follows:

Ambassador West Hotel, 1300 North State Parkway;

Grumpy and Smiley, Incorporated, 2044 North Halsted Street; and

Raul Silvia, 950 West Webster Street (two canopies).

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH BROADWAY.

A proposed order requesting the Commissioner of Public Works to grant permission to Lake View East Development Corporation to hold a sidewalk sale on both sides of North Broadway between West Diversey Avenue and West Cornelia Avenue, for the period of July 31 through August 2, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders for the issuance of permits to the individuals and organizations listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

ASZFA Brothers, Incorporated d/b/a Chicago Blues Mens Wear, 2926 North Broadway;

Billy Hork Galleries, 3033 North Clark Street;

Fred and John Sasaki, 3000 North Broadway (four canopies).

Presented By

ALDERMAN SHILLER (46th Ward) And OTHERS:

MAYOR HAROLD WASHINGTON AND CHICAGO CITY COUNCIL REQUESTED TO SEND TELEGRAM COMMENDING UNITED STATES SENATOR DANIEL INOUYE ON HIS CONDUCT AS CO-CHAIR OF IRAN-CONTRA COMMITTEE.

A proposed resolution, presented by Aldermen Shiller, Rush, Tillman, Carter, Langford, Streeter, Garcia, Henry, Soliz, Gutierrez, Davis, Giles, Pucinski, Schulter and Orr, reading as follows:

Be It Resolved, That the City Council and the Mayor of the City of Chicago send today, July 15, 1987, the following telegram to Senator Daniel Inouye, Co-Chair of the Select Committee investigating The Iran-Contra Affair:

By vote of the City Council of the City of Chicago, County of Cook, State of Illinois, the Mayor and City Council of this the third largest population center in the United States of America do support and heartily commend you for your statement Tuesday, July 14, at the close of Lt. Colonel North's testimony.

In particular, we commend you for standing up for the principles of democracy, of the right of the majority of the people to determine the foreign policy of this country through their elected representatives in both the Congress and the White House.

We commend you for your defense of a code of honesty intrinsic and necessary to the functioning of any democracy and for your point that members of the military are required to carry out all lawful orders and required, as we demanded in Nuremberg, to disobey unlawful orders.

We commend you for challenging the young people of the United States to keep the code of honesty and the principles of democracy forefront in their minds as they choose their heroes.

We commend you for your reiteration of your opposition to aid to the contras and your refusal to be intimidated by what we in Chicago feel is a media generated movement of alledged support for statements, style and attacks on the Congress and the democratic process made by Lt. Colonel North over the last week.

We commend you for stopping a dangerous rising tide of support for actions by executive and/or military officers outside or above the law and the democratically expressed will of the people of the United States. Your refusal to be intimidated or silenced is proof of the great patriot you are and have been throughout your life.

We commend you and we invite you to address the Chicago City Council on the meaning of these congressional hearings at your earliest convenience. Freedom and democracy are words better held in the bosom of the majority of the people than in the rhetoric of a powerful few.

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

On motion of Alderman Shiller, seconded by Aldermen Pucinski, Davis, Garcia, Schulter, Streeter and Orr, the foregoing proposed resolution was *Adopted* by a viva voce vote.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- PERMISSION TO HOLD COUNTY FAIR AT SPECIFIED LOCATION.

A proposed order to grant permission to Reverend George A. Rice, Addison Street Congregational Church, to hold a County Fair on North Hamilton Avenue between West Addison Street and the first alley north thereof and into the "T" alley adjoined thereto, on Saturday, August 22, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF SIGN PERMIT TO M-K SIGNS FOR ERECTION OF SIGN/SIGNBOARD AT 2500 WEST ADDISON STREET.

Also, a proposed order for the issuance of a sign permit to M-K Signs for the erection of a sign/signboard at 2500 West Addison Street for Lane Plaza, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN OSTERMAN (48th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPY AT 1062 WEST BRYN MAWR AVENUE.

A proposed order for the issuance of a permit to Belle Shore Partnership for the maintenance and use of an existing canopy attached to the building or structure at 1062 West Bryn Mawr Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN OSTERMAN (48th Ward) And OTHERS:

JULY 15, 1987 PROCLAIMED AS "RAOUL WALLENBERG DAY IN CHICAGO."

A proposed resolution, presented by Aldermen Osterman, O'Connor, Natarus, Schulter and Stone, reading as follows:

WHEREAS, August 4, 1987, marks the 75th birthday of Raoul Wallenberg, a towering heroic figure of this century; and

WHEREAS, Raoul Wallenberg achieved exalted stature in world esteem when, against all odds, he succeeded in saving thousands of Hungarian Jews from Nazi persecution in World War II; and

WHEREAS, Born August 4, 1912, to a prominent banking family in Sweden, Raoul Wallenberg received his early education and military training in Sweden; eventually he received his B. S. in Architecture from the University of Michigan in Ann Arbor. Returning home, he was sent by his family first to a firm in Cape Town, South Africa, and then to a Dutch bank in Haifa, Palestine (now Israel). It was there that he became acquainted with war refugees and with the horrors perpetrated by the Nazis. Barely in his twenties, he was already a citizen of the world; and

WHEREAS, In 1944, Raoul Wallenberg was assigned to the Swedish Legation in Budapest, Hungary, charged with saving as many Jews as possible. Through great cunning and bravery, Wallenberg devised methods and ruses and plots which led to the salvation and escape of tens of thousands of Jews who were marked for Hitler's "final solution". Raoul Wallenberg's heroic exploits, his persistence against all obstacles, his uncanny cleverness and daring, his integrity, and, pre- eminently, his spirit have inspired all who have heard his story. In 1985, the American TV mini-series "Wallenberg", since shown throughout the world, served to rekindle the high regard with which nations honor this singular hero; and

WHEREAS, Taken into protective custody by the Russians at War's end, Raoul Wallenberg was never seen again, and there is today much concern over whether he is alive or dead. Despite insistent but unsubstantiated Russian reports of his death in prison in 1947, organizations around the world are dedicated to freeing him from Russian imprisonment and are equally committed to reflecting his courage and humanitarianism. The Raoul Wallenberg Committee of the United States is headquartered in New York City; the Raoul Wallenberg Committee of Chicago is housed in the Swedish American Museum Center at 5248 N. Clark Street; and

WHEREAS, The spirit of Raoul Wallenberg remains, palpably and inspiringly, with us; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of July, 1987, A.D., do hereby declare August 4, 1987, to be known as "Raoul Wallenberg Day In Chicago" and, on behalf of all grateful and inspired citizens, call attention to the heroism, the integrity and the spirit of this great man.

Alderman Osterman 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 Osterman, seconded by Aldermen Stone, Natarus and Schulter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Presented By

ALDERMAN ORR (49th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST HOWARD STREET FOR STREET FAIR.

A proposed order to grant permission to Beverly Lubin to close to traffic West Howard Street between North Greenview Avenue and North Paulina Street to hold the "Howard Street Alive Street Fair" on July 11 and 12, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO HOLD SIDEWALK SALES AT SPECIFIED LOCATIONS.

Also, two proposed orders to grant permission to the individual and organization listed, to hold sidewalk sales on portions of specified public ways, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Rogers Park Chamber of Commerce--to hold a sidewalk sale from 1300 to 1599 West Morse Avenue, 6800 to 7199 North Clark Street, 6400 to 6799 North Sheridan Road and 1200 to 1399 West Devon Avenue, for the period July 16 through 18, 1987;

Linda Sands--to hold a sidewalk sale from 1300 to 1599 West Morse Avenue, 6800 to 7199 North Clark Street, 6400 to 6799 North Sheridan Road and 1200 to 1399 West Devon Avenue on July 16 and 17, 1987.

Presented By

ALDERMAN ORR (49th Ward) And ALDERMAN STONE (50th Ward):

CONGRATULATIONS EXTENDED TO S AND C ELECTRIC COMPANY ON ITS SEVENTY-FIFTH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, S&C Electric Company is currently celebrating its 75th Anniversary; and

WHEREAS, S&C Electric Company has its headquarters at 6601 North Ridge Boulevard in Rogers Park; and

WHEREAS, S&C Electric Company's Ridge Boulevard Complex, consisting of 45 acres of factories, laboratories, offices and grounds, is one of the largest employers in Rogers Park and part of the backbone of Chicago's industrial economy; and

WHEREAS, Rogers Park, the City of Chicago and the entire region benefit from the jobs, taxes and economic activity generated by this large and successful business; and

WHEREAS, S&C Electric Company has been a good neighbor to the Rogers Park community over the years by providing employment to local residents, maintaining its property in an outstanding condition, and contributing generously of its human and financial resources to local business, civic and charitable organizations; and

WHEREAS, S&C Electric Company will celebrate the grand finale of its year- long 75th Anniversary festivities with an "Open House" at its Ridge Boulevard Complex on Sunday, September 13th; now, therefore,

Be It Resolved, That the City Council and Mayor of the City of Chicago, on behalf of the residents of Rogers Park and the entire City, do hereby congratulate S&C Electric Company and its directors, officers, employees and their families on the occasion of S&C Electric Company's 75th Anniversary, and wish them many more years of growth and prosperity; and

Be It Further Resolved, That the City Clerk shall prepare a suitable copy of this resolution for presentation to the S&C Electric Company on the occasion of its 75th Anniversary celebration.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Presented By

ALDERMAN STONE (50th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 6415 North Ridge Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 6415 North Ridge Avenue, is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Referred -- EXEMPTION OF VOGE CLEANERS FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

Also, a proposed ordinance exempting Voge Cleaners, a commercial driveway permit holder, from the physical barrier requirement to prevent alley accessibility pursuant to the provisions of the Municipal Code Chapter 33, Section 33-19.1 for the location at 2701 West Touhy Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- APPROVAL OF PLAT OF MC CORMICK'S SUBDIVISION ON PORTION OF WEST HOWARD STREET.

Also, a proposed ordinance authorizing and directing the Superintendent of Maps, *Ex Officio* Examiner of Subdivisions to approve a plat of McCormick's Subdivision having a frontage of 31.0 feet on the south side of West Howard Street with a depth of 467.0 feet and located 35.0 feet west of the west line of North Kedzie Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF SIGN PERMIT TO DOYLE SIGNS, INCORPORATED FOR ERECTION OF SIGN/SIGNBOARD AT 2050 WEST PETERSON AVENUE.

Also, a proposed order for the issuance of a sign permit to Doyle Signs, Incorporated for the erection of a sign/signboard at 2050 West Peterson Avenue for Venture, which was *Referred to the Committee on Zoning.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance* as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Saint Ignatius College Prep School--for construction work on the premises known as 1076 West Roosevelt Road.

BY ALDERMAN VRDOLYAK (10th Ward):

South Chicago Y.M.C.A. of Metropolitan Chicago--for a series of building and property modifications on the premises known as 3039 East 91st Street.

BY ALDERMAN KELLAM (18th Ward):

West Englewood Frick Training Center--for remodeling on the premises known as 2124 West 82nd Place.

Northeastern Illinois--for electrical installations on the premises known as 5500 North St. Louis Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Art Institute of Chicago, Michigan Avenue at Adams Street.

Cordi Marian Settlement Day Care Center, 1100 South May Street.

BY ALDERMAN TILLMAN (3rd Ward):

Saint Paul Church of God in Christ/Chaney Ford Child Care Center, 4526 South Wabash Avenue.

BY ALDERMAN LANGFORD (16th Ward):

Ada S. McKinley Shelter Care Home for Developmental Disabled, 6600 South Stewart Avenue and 6701 South Morgan Street (2).

BY ALDERMAN HANSEN (44th Ward):

Moming Dance and Arts Center, 1034 West Barry Avenue.

Chicago Dramatists Workshop, 3315 North Clark Street.

Florence G. Heller Jewish Community Center, 524 West Melrose Avenue.

BY ALDERMAN OSTERMAN (48th Ward):

Chicago Actors Ensemble, P.O. Box 409216, Chicago, Illinois 60640.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Mercy Hospital, 2501 South King Drive--internal inspection (2).

Ada S. McKinley Community Services, 330 East 24th Street--bi-annual building, inspectional, and refrigeration inspection fees (4).

Cordi Marian Center, 1100 South May Street--semi-annual elevator and building inspection fees (3).

BY ALDERMAN T. EVANS (4th Ward):

Ada S. McKinley Community Services, 4434 South Lake Park Avenue--building inspection fee.

BY ALDERMAN BEAVERS (7th Ward):

Ada S. McKinley Community Services, 8458 South Mackinaw Avenue--building and elevator inspection fees.

BY ALDERMAN CALDWELL (8th Ward):

Ada S. McKinley Community Services, 1112 East 87th Street--building inspection fee.

BY ALDERMAN FARY (12th Ward):

Misericordia Home, 2916 West 47th Street--boiler inspection fee.

BY ALDERMAN CARTER (15th Ward):

Catholic Bishop of Chicago, 6201 South Paulina Avenue--building inspection fee.

BY ALDERMAN KELLAM (18th Ward):

Sertoma Children Center, 4343 West 83rd Street--boiler inspection fee.

Ada S. McKinley Community Services, 7933--7943 South Western Avenue-- annual furnace and annual mechanical ventilation inspection fees (2).

BY ALDERMAN DAVIS (29th Ward):

Austin Messiah Lutheran Church, 908 North Waller Avenue--annual boiler and fuel burning equipment inspection fees.

BY ALDERMAN FIGUEROA (31st Ward):

S. S. Cyril and Methodius, 4256 West Walton Street--annual fuel burning equipment inspection fee.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center, various locations--building inspection fees.

BY ALDERMAN HAGOPIAN For ALDERMAN MELL (33rd Ward):

Uhlich Childrens Home, various locations--boiler, building and refrigeration system inspection fees (4).

St. Paul House Corp., 3831 North Mozart Street--building inspection fee.

Grace Convalescent Home, 2800 West Grace Street--building inspection fee.

BY ALDERMAN KOTLARZ (35th Ward):

Nineteenth Church of Christ, 4115 North Kedvale Avenue--annual inspection fee.

Illinois Lutheran Welfare, 4840 West Byron Street--annual fuel burning equipment inspection fee.

BY ALDERMAN BANKS (36th Ward):

Galewood Community Church, 1776 North Narragansett Avenue--annual parking sign maintenance and surcharge fees.

BY ALDERMAN LAURINO (39th Ward):

Good Counsel High School, 3900 West Peterson Avenue--sign inspection fee.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, various locations--internal, boiler and sign inspection fees (4).

Norwegian Old People Home, 6016 North Nina Avenue--annual parking sign maintenance and surcharge fees.

BY ALDERMAN EISENDRATH (43rd Ward):

Augustana Hospital, various locations--sign, annual control and process device and annual fuel burning equipment inspection fees (5).

Grant Hospital, various locations--elevator and building inspection fees (2).

Chicago Historical Society, 4853 North Ravenswood Avenue--building inspection fee.

Children's Memorial Hospital, 715 West Belden Avenue--building inspection fee.

Moody Memorial Church, 1609 North LaSalle Street--boiler inspection fee.

BY ALDERMAN HANSEN (44th Ward):

Redemptorist Fathers/Saint Alphonsus Church, 2936--2956 North Southport Avenue--building inspection fee.

WATER RATE EXEMPTION:

BY ALDERMAN EISENDRATH (43rd Ward):

Chicago Historical Society, 1659 North Clark Street and 1601 North Clark Street (2).

Children's Memorial Hospital, 2302--2311 North Lincoln Avenue.

REFUND OF FEE:

BY ALDERMAN CARTER (15th Ward):

New Hope Congregation Church of God, 6501 South Paulina Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (June 30, 1987)

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 30, 1987, at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

APPOINTMENT OF MR. JAKE D. GREEN AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 508.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Education, deferred and published in the Journal of the Proceedings of June 30, 1987, pages 1837--1838, recommending that the City Council approve the appointment of Mr. Jake D. Green as a member of the Board of Trustees of Community College District No. 508.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and said appointment was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Smith, Davis, Hagopian, Figueroa, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 39.

Nays -- Alderman Eisendrath -- 1.

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

MISCELLANEOUS BUSINESS.

Rules Suspended -- GRANT OF PRIVILEGE IN PUBLIC WAY TO A.T.&T. COMMUNICATIONS, INCORPORATED REPEALED.

Alderman O'Connor moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed ordinance repealing a grant of privilege in the public way to A.T.&T. Communications, Inc. The motion *Prevailed.*

Thereupon, on motion of Alderman O'Connor, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed on June 24, 1987, by the City Council of the City of Chicago granting authority to A.T.&T. Communications, Inc., to install and maintain a communications cable in a certain underground utility gallery in the public right of way (C.J. pp. 1540--1543) is hereby repealed.

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

Rules Suspended -- GRANT OF PRIVILEGE TO ZEPHYR ICE CREAM SHOP FOR SIDEWALK CAFE.

Alderman O'Connor moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed ordinance for a grant of privilege to Zephyr Ice Cream Shop to occupy a portion of the public right-of-way for a sidewalk cafe. The motion *Prevailed.*

Thereupon, on motion of Alderman O'Connor, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject the the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Zephyr Ice Cream Shop, 1777 West Wilson Avenue, 400 square feet total area, Sunday through Saturday, 8:00 A.M. to 12:00 P.M., Compensation: $272.00

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses including dramshop liability which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

Rules Suspended -- LICENSE FEE EXEMPTIONS FOR VARIOUS DAY CARE CENTERS.

Alderman T. Evans moved to *Suspend the Rules Temporarily* for the immediate consideration of 62 proposed ordinances authorizing license fee exemptions for various day care centers. The motion *Prevailed.*

Thereupon, on motion of Alderman T. Evans, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Abla Day Care/Head Start Center (The Chicago Housing Authority).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Abla Day Care/Head Start Center (The Chicago Housing Authority).
1342 South Racine Avenue.

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

Action Community Coalition 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, 1988:

Action Community Coalition Day Care Center
5251 West North Avenue.

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

Ashland Center
(Marcy-Newberry Association, Incorporated).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Ashland Center
(Marcy/Newberry Association, Inc.)
1440 South Ashland Avenue.

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

B. E. Gentry Day Care Center
(The Chicago Housing Authority).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

B. E. Gentry Day Care Center (The Chicago Housing Authority
2326 South Dearborn Street.

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

The Beverly Montessori School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

The Beverly Montessori School
9916 South Walden Parkway.

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

Brainerd Headstart.

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, 1988:

Brainerd Headstart
8700 South Laflin Street.

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

Casa Central Day Care Center-Class I.

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, 1988:

Casa Central Day Care Center-Class I
2610 North Francisco Avenue.

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

Chaney Ford Child Care Center.
Saint Paul Church Of God In Christ.

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, 1988:

Chaney Ford Child Care Center
St. Paul Church of God in Christ
4526 South Wabash Avenue.

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

Chase House, Incorporated/Dearborn Park Preschool.

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, 1988:

Chase House Inc./Dearborn Park Preschool
820 South Park Terrace.

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

Chicago Urban Day School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Chicago Urban Day School
1248 West 69th Street.

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

Children's Happiness Day Care/School Age Program.

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, 1988:

Children's Happiness Day Care/School Age Program
2831 South Michigan Avenue.

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

Chinese American Service League, Incorporated.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Chinese American Service League, Inc.
310 West 24th Place.

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

Congregation K.I.N.S. West Rogers Park Nursery.

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, 1988:

Congregation K.I.N.S. West Rogers Park Nursery
2800 West North Shore Avenue.

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

Cordi-Marian Settlement.

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, 1988:

Cordi-Marian Settlement
1100 South May Street.

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

Edison Park Lutheran 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, 1988:

Edison Park Lutheran Church Day Care Center
6626 North Oliphant Avenue.

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

Emerson House/Chicago Commons Association.

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, 1988:

Emerson House/Chicago Commons Association

645 North Wood Street.

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

Faith Lutheran Church (Faith Preschool).

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, 1988:

Faith Lutheran Church (Faith Preschool)
6201 West Peterson Avenue.

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

Firman Day Care Center/Firman Community Services.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Firman Day Care Center/Firman Community Services
37 West 47th Street.

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

The First Presbyterian 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, 1988:

The First Presbyterian Church Day Care Center
6400 South Kimbark Avenue.

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

Florence G. Heller Jewish Community 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, 1988:

Florence G. Heller Jewish Community Center
524 West Melrose Street.

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

Good Shepherd Lutheran 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, 1988:

Good Shepherd Lutheran Church Day Care Center
4200 West 62nd Street.

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

Guardian Angel 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, 1988:

Guardian Angel Day Care Center
4600 South McDowell Avenue.

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

Horizon House Head Start.
(The Chicago Housing Authority).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Horizon House Head Start
The Chicago Housing Authority
3542 South State Street.

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

Howard Area Community 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, 1988:

Howard Area Community Day Care Center
7648 North Paulina Street.

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

Hyde Park Unitarian Cooperative School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Hyde Park Unitarian Cooperative School
5650 South Woodlawn Avenue.

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

Illinois Masonic Medical Center.
Lakeview Child Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Illinois Masonic Medical Center
Lakeview Child Care Center
900 West Oakdale Avenue.

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

Jane Addam Sheridan 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, 1988:

Jane Addam Sheridan Day Care Center
912 West Sheridan Road.

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

Lydia Home Association 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, 1988:

Lydia Home Association Day Care Center
4300 West Irving Park Road.

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

Marcy Center.
(Marcy-Newberry Association, Incorporated).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Marcy Center
(Marcy-Newberry Association, Inc.)
1539 South Springfield Avenue.

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

The Mary Meyer School 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, 1988:

The Mary Meyer School Day Care Center
2817 North Pine Grove Avenue.

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

Mile Square Day Care Center, No. 103.
(Chicago Commons Association).

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, 1988:

Mile Square Day Care Center, No. 103
(Chicago Commons Association)
124 North Hoyne Avenue.

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

Mile Square Day Care Center, No. 113.
(Chicago Commons Association).

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, 1988:

Mile Square Day Care Center, No. 113
(Chicago Commons Association)
124 North Hoyne Avenue.

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

Montessori Varnas 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, 1988:

Montessori Varnas Day Care Center
3038 West 59th Street.

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

Moody Church Early Childhood 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, 1988:

Moody Church Early Childhood Center
1609 North LaSalle Street.

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

North Avenue Day Nursery.

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, 1988:

North Avenue Day Nursery
2023 West Pierce Avenue.

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

Northwest Baptist Church Play School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Northwest Baptist Church Play School
6015 North Francisco Avenue.

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

Olivet Day Care Center/Chicago Commons Association.

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, 1988:

Olivet Day Care Center/Chicago Commons Association
1441 North Cleveland Avenue.

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

Parkway Day Care Center/Hull House Association.

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, 1988:

Parkway Day Care Center/Hull House Association
500 East 61st Street.

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

The Presbyterian Church Of Norwood Park Pre-School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

The Presbyterian Church of Norwood Park Pre-School
5849 North Nina Avenue.

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

Resurrection Pre-School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Resurrection Pre-School
3309 North Seminary Avenue.

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

Robert Taylor Day Care Center.
(The Chicago Housing Authority).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Robert Taylor Day Care Center
(The Chicago Housing Authority)
4352 South State Street--Apts. 101 and 102/West
4352 South State Street--Apts. 109 and 110/East.

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

Rockwell Center.
(Marcy-Newberry Association, Incorporated).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Rockwell Center
(Marcy-Newberry Association, Incorporated)
2540 West Jackson Boulevard.

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

Rogers Park Children's Learning 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, 1988:

Rogers Park Children's Learning Center
1545 West Morse Avenue.

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

Saint Vincent DePaul Day Care Center--Class I.

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, 1988:

St. Vincent DePaul Day Care Center--Class I
2145 North Halsted Street.

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

Saint Vincent DePaul Day Care Center--Class II.

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, 1988:

St. Vincent DePaul Day Care Center--Class II
2145 North Halsted Street.

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

School For The Young Years.

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, 1988:

School for the Young Years
4600 West Peterson Avenue.

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

Sinai Nursery School.

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

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

hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Sinai Nursery School
1720 East 54th Street.

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

Southwest Co-op Pre School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Southwest Co-op Pre School
3500 West 63rd Place.

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

Taylor House/Chicago Commons Association.

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, 1988:

Taylor House/Chicago Commons Association
915 North Wolcott Avenue.

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

Temple Sholom Gan Sholom 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, 1988:

Temple Sholom Gan Sholom Day Care Center
3480 North Lake Shore Drive.

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

Temple Sholom Model Cities 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, 1988:

Temple Sholom Model Cities Day Care Center
3480 North Lake Shore Drive.

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

Torah Tots.

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, 1988:

Torah Tots
6350 North Whipple Street.

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

Uptown Family 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, 1988:

Uptown Family Care Center
4520 North Beacon Street.

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

V & J Day Care Center, Incorporated.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

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

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

Virginia Frank Child Development 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, 1988:

Virginia Frank Child Development Center
3033 West Touhy Avenue.

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

Wayman 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, 1988:

Wayman Day Care Center
509 West Elm Street.

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

Woodlawn A.M.E. 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, 1988:

Woodlawn A.M.E. Church Day Care Center
6456 South Evans Avenue.

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

Woodlawn Early Childhood Development 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, 1988:

Woodlawn Early Childhood Development Center
950 East 61st Street.

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

Y.M.C.A. Child Development 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, 1988:

Y.M.C.A. Child Development Center
6200 South Drexel Avenue.

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

Young Men's Jewish Council 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, 1988:

Young Men's Jewish Council Day Care Center
957 West Grace Street.

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

Y.W.C.A. Child Development 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, 1988:

Y.W.C.A. Child Development Center
436 East 39th Street.

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

Zion Hill Child Development 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, 1988:

Zion Hill Child Development Center
1460 West 78th Street.

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

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON JUNE 24, 1987 CORRECTED.

Alderman Streeter moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 24, 1987, as follows:

Page 1495--by changing the words and numbers "Section 103.1-18" wherever they appear on page 1495 to read "Section 103-18".

The motion to correct *Prevailed.*

Rules Suspended -- FREE PERMIT APPROVED FOR REPAIRS TO NEW MOUNT PILGRIM M.B. CHURCH.

Alderman Smith moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon a proposed ordinance granting a free permit to New Mount Pilgrim M.B. Church. The motion *Prevailed.*

Thereupon, on motion of Alderman Smith, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the 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 New Mount Pilgrim M.B. Church (Rev. James R. McCoy, Pastor) for renovating and necessary repairs to existing structure on the premises known as 3332--3336 West Fifth Avenue.

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

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

PRESENCE OF VISITORS NOTED.

The Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

30 students from Concerned Hispanic Association, accompanied by Ms. Dora Soto;

Mr. John Donovan, former Commissioner of the Department of Streets and Sanitation.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman T. Evans 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 fifteenth (15th) day of July, 1987, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-ninth (29th) day of July, 1987, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 46.

Nays -- None.

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

Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, July 29, 1987, at 10:00 A.M. in the Council Chamber in City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.